Coast Guard Leased Housing Negotiations Training

Instructor Outline

Developed: Decemberr 2002
Revised:

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Final Exam/Certificate of Completion/Course Evaluation
(separate cover)

Appendix D – Copy of PowerPoint Presentation (separate cover)

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I. Instructor Guidance

a. How to use the Instructor Workbook.

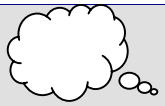
The Instructor Workbook was developed to assist you in facilitating the training session. Feel free to write in the margins or in the spaces provided throughout the workbook. The Instructor Workbook is designed to serve as a guide and should be tailored as you deem appropriate to meet your needs.

The Instructor workbook was developed to provided the trainer with all the information they will need to facilitate the course. Please make notes of any discrepancies or recommendations using the form provided in Appendix E or send your comments via e-mail to:

dvanpelt@comdt.uscg.mil

b. Instructor's Script. The Icons located on the next page are provided throughout the workbook and should assist you in facilitating the training. Additional information will be provided by *instructor Notes.*

c. Icons.

	Clock: This icon appears with the estimated time need to complete a training session. All times are guides.
	**Student Workbook**: This icon appears with the referenced page for the material being discussed throughout the training.
	Handout or Test: This icon appears when you are to provide the student with a handout or test.
	Write Information: This icon appears when it's appropriate to write on a board or chart.
	Exercise: This icon appears when you need to hand out an exercise.
	Power Point/Overheads: This icon will appear when you need to show a slide.
?	**Question**: This icon appears next to a recommended question you should ask.
	Break: This icon appears when it's appropriate for a break.

d. Preparing the classroom.

Materials

➢ Cards or badge labels	1 per student
➢ Overhead slides or diskette with PowerPoint Presentation	1 per instructor
➢ Student Workbooks	1 per student
➢ Attendance Sheet	1 per class
➢ Handouts	1 per student
➢ *Marshal and Swift Home Repair and Remodel Cost Guide*	1 per student
➢ *Coast Guard Leased Housing Procedural Guide*	1 per student

Equipment

- ➢ Lap Top computer
- ➢ PowerPoint or overhead projector
- ➢ Easel Charts, markers and masking tape

Room Arrangements

- ➢ U shape table arrangement or rounds, even groups
- ➢ Maximum of 20 participants recommended
- ➢ Determine arrangements for:
  - ✓ Refreshments
  - ✓ Breaks
  - ✓ Messages
  - ✓ Other administrative details that are important to the group

e. Begin Instruction.

30 Minutes

Slide #1 Welcome

Slide #2 Class Information

Introductions.

Note	➢ Update slide #1and #2 prior to start of class. ➢ Have student get together with another person in class, find out info, and then introduce them to the class. ➢ Don't forget to introduce yourself.

Slide #3 Course Overview

I. Course Outline

1

a. Objectives.

The objective of the Coast Guard Leased Housing Negotiations Training is to provide you, as a Coast Guard Representative, with an overview of the Coast Guard Leased Housing Program, local management and administration at the local housing level and some of the basic tools you will need to negotiate a lease.

b. References.

- Coast Guard Housing Manual (COMDTINST M11101.13 series)
- Coast Guard Leased Housing Procedural Guide (COMDTPUB 11101.6)
- Federal Acquisition Regulations (FAR)

c. Major Topics and Activities.

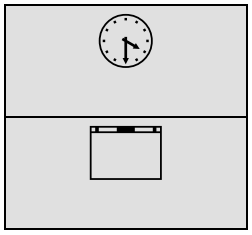
At the conclusion of this course you will have the basic foundation to effectively manage the leased housing program in your area of responsibility. The following topics will be covered:

- Ethical Conduct
- Overview of the Leased Housing Program
- Residential Leases
- Location Rental Properties
- Application Packages
- Negotiating a Lease
- Lease Program Management
- Terminating a Lease

d. Final Exam

All students are required to complete an end of course test to meet requirements and receive negotiating authorization from Commandant (G-WPM-4).

Chapter 1 – Ethics



90 Minutes

Slide #4 Ethics

1-1

A. Standards of Conduct

As officers and employees of the Federal Government, we must all conform to high standards of conduct. We are judged not only by our official actions and conduct, but also by our personal activities when they relate to our work for the Government.

Employees, supervisors, and management officials all share the responsibility for ensuring that high standards of ethical conduct are maintained within the Government.

As Government officials, all members assigned to the Coast Guard Housing Program have positions of trust and responsibility that require them to observe the highest ethical standards. Leased Housing Officers (LHOs) and Housing Representatives (HRs) are required to become familiar with the standards of conduct regulations and to exercise judgment to avoid any action that might result in or create the appearance of misconduct or conflict of interest, always maintain the highest ethical standards by refraining from any action others might interpret as a partial or complete conflict of interest, and conduct yourself professionally beyond reproach.

All Federal employees should read and understand the requirements of 5 CFR Part 2635, which sets forth the standards of ethical conduct for personal behavior. It is absolutely vital that you understand serious violations.

B. Rule of thumb

Conduct yourself so you would willingly make a full public disclosure of your actions. If you question your own best judgment, seek assistance. District and MLC legal offices provide legal assistance to all members assigned to the Housing Program. Severe punishment and penalties may be imposed on individuals who do not observe high ethical standards and conduct in all official actions.

C. Agency Ethics Official

1-1

Each agency has a designated agency ethics official who, on behalf of the agency, is responsible for coordinating and managing the agency's ethics program. One or more alternate agency ethics officials may assist the agency ethics official. These officials are responsible for advising employees on the rules of ethics, and may be responsible for reviewing requests for approval of outside employment, and for reviewing and maintaining confidential statements of employment and financial interest. Employees should consult the designated agency ethics official if questions arise about the propriety of a proposed action. The Office of Government Ethics advises, "Don't be caught explaining what you did; explain what you propose to do." Some of the rules that particularly apply to procurement activities are summarized in the following paragraphs below.

Slide #5 Ethics for All Government Employees

D. Ethics for all Government Employees

You must avoid any action, which might result in, or create the appearance of:

- Using public office for private gain.
- Giving preferential treatment to any person;
- Impeding Government efficiency or economy;
- Losing complete independence or impartiality;
- Making Government decision outside official channels;
- Disclosure of proprietary or source selection information to unauthorized sources.

?	**Question**: *Ask the students if they can think of examples for the above paragraph that relate to the housing program.*

Slide #6 Acceptance of Gifts

E. Acceptance of Gifts, Entertainment, and Favors (18 USC 201 & 2095; 5 CFR 2635)

Except for the exceptions stated in 5 CFR 2635, and summarized below, you may not solicit or accept anything of monetary value, including gifts, gratuities, favors, entertainment, or loans from any prohibited source. A prohibited source is any person who:

- Has or is seeking to obtain contractual or other business or financial relations your agency;
- Conducts operations or activities that are regulated by your agency; or
- Has interest that may be substantially affected by the performance or nonperformance of your official duties.

1. Gift does not include:

    - Modest items of food and refreshments, such as soft drinks or coffee and donuts, offered other than as part of a meal;
    - Greeting cards and items with little intrinsic value, such as plaques, certificates, and trophies;
    - Opportunities and benefits, including favorable rates and discounts available to the public or to a class of Government employees or military personnel;
    - Rewards and prizes, given in contests or events, including random drawings, open to the public; and
    - Any gift accepted by the Government under specific statutory authority, including travel, subsistence, and related expenses accepted by the agency in connection with your attendance at a meeting or seminar relating to your official duties, and other gifts, which an agency accepts under its gift acceptance statute.

2. Frequently used exceptions to the gift acceptance policy, stated in 5 CFR 2635 are:

- Gifts of $20 or less per occasion, not to exceed an aggregate amount of $50 per calendar year from any one person or corporate entity. (This exception does not include gifts of cash or investment interests such as stock, bonds, or certificates of deposit.)

- Gifts based on a personal relationship. The circumstances must make it clear that the gift is motivated by a family relationship or personal friendship rather than your Government position.

- Awards and honorary degrees. You may accept an award, other than cash or investment interest, valued at $200 or less if the gift is a bona fide award given for meritorious public service or achievement, provided the giver does not have interests that may be substantially affected by performance of your duties. You may also accept an honorary degree from an institution of higher education if approved by the agency ethics official.

- Gifts based on outside business or employment relationships when it is clear that the benefits are not offered because of your official status.

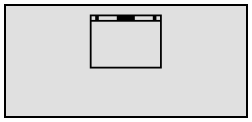
- Meals, lodgings, transportation, and other benefits from a political organization if you are exempt from the Hatch Act prohibition against active political participation in political management and campaigns. (18 USC 201 & 209; 5 CFR 2635.204)

- Free attendance at widely attended gatherings if you are assigned to participate as a speaker, panel member, or to otherwise present information on behalf of an agency. Free attendance may include food, refreshments, entertainment, instruction and materials furnished all attendees. However, you may not accept travel expenses, lodgings, or entertainment collateral to the event, or meals taken other than in a group setting with all other attendees.

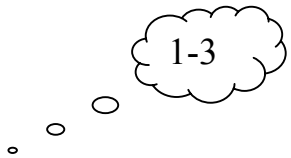
- Social invitations. You may accept food, refreshments, and entertainment, not including travel or lodgings, at a social event attended by several persons where the invitations is not from any person who is a prohibited source and no fee is charged to any of the persons in attendance

3. Notwithstanding any of the above exceptions, you may not:

- Accept a gift in return for being influenced in the performance of an official act;
- Solicit or coerce the offering of a gift; or
- Accept gifts from the same source on a basis so frequent that a reasonable person would be led to believe you are using your public office for private gain.



Slide #7 Conflicting Financial Interest



F. Conflicting Financial Interest (18 USC 208)

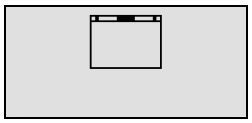
1. Financial Interest.

Generally speaking, you cannot participate personally and substantially as a Government employee in a matter in which you have a financial interest. There is no minimum amount of value or control that constitutes a financial interest. This prohibition also applies to you if any of the following individuals or organizations have a financial interest in the matter:

- Your spouse;
- Your minor child;
- Your partner;
- An organization in which you serve as an officer, director, trustee, partner, or employee; or
- A person or organization with which you are negotiating for employment or have an arrangement for prospective employment.

a. **Waiver**: Certain types of financial interests are exempt and others may be waived by the designated agency ethics official if your financial interest is deemed not so substantial as to affect the integrity of your Government service.

b. **Penalty**: A fine of not more than $10,000 or imprisonment of not more than 2 years, or both.



Slide #8

1. Bribery (18 USC 201).

It is a criminal offense to directly or indirectly, corruptly give, offer or promise anything of value to a public official, with the intent to:

- Influence an official act;
- Encourage fraud; or
- Induce the official to violate his/her lawful duty.

It is also a criminal offense for a public official to directly or indirectly corruptly seek, receive, or agree to accept, anything of value personally in return for:

- Being influenced in an official act
- Committing or allowing fraud
- Violating his/her lawful duty

a. **Penalty**: Fine of not more than 3 times the value of the bribe, or imprisonment of not more than 15 years, or both; may also be disqualified from holding office or position of trust or profit with the United States.

2. Illegal Gratuity (18 USC 201)

It is a criminal offense to directly or indirectly give, offer, or promise anything of value to a public official, former public official, or someone selected to be a public official for, or because of, any official act performed or to be performed.

It is also a criminal offense for such a public official to, directly or indirectly seek, receive, or agree to accept anything of value personally for, or because of, any official act performed or to be performed.

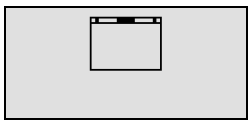
a. **Penalty**: Fine of not more than 3 times the value of the illegal gratuity, or imprisonment of not more than 2 years, or both.

3. Salaries of employees (18 USC 209)

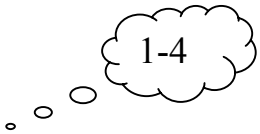
You may not receive any salary or contribution to or supplement of salary, as compensation for your service as a Government employee from any source other than the U.S. Government, except contributions from a State, county, or municipality. Under this prohibition, except under limited circumstances, you may not accept an honorarium from a private source for speeches given or articles written as a part of your duties. Although employees are encouraged to engage in teaching, lecturing, and writing, they may not receive compensation when the activities might result in an actual or apparent conflict of interest.

4. Representing outside parties (18 USC 205)

You may not represent any outside party, with or without compensation, in prosecuting any claim against the United States or act as an attorney before any agency or court in a matter in which the United States is a party or has direct interest. However, you generally, may act without pay as an agent or attorney for a person who is the subject of disciplinary or other personnel administration action or act without pay as an agent or attorney for your parents, child or spouse.



Slide #9 Confidential Information

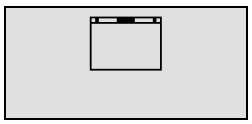


G. Disclosure of Confidential Information (18 USC 1905)

1. Disclosure.

You may not publish, disclose, allow to be seen or examined or make known in any manner or to any extent not authorized by law, any information obtained in the course of employment or official duties by reason of examination, investigation, report, or record filed with you or your agency that concerns or relates to trade secrets, operations, data, sources of income, profits, losses or expenditures, including books and abstracts of such data of any person, firm, partnership, association or corporation.

a. **Penalty**: Fine not more than $1,000.00 or imprisonment not more than 1 year or both, and removal from office or employment.



Slide #10 Procurement Integrity

H. Procurement Integrity (41 USC 423)

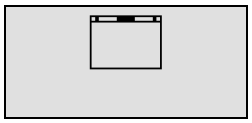
1. Integrity.

During the conduct of any Federal agency procurement of property or services, no competing contractor or any officer, employee, representative, agent, or consultant of any competing contractor shall knowingly -- Make, directly or indirectly, any offer or promise of future employment or business opportunity to, or engage, directly or indirectly, in any discussion of future employment or business opportunity with any procurement official of such agency;

- Offer, give, or promise to offer or give, directly or indirectly, any money, gratuity, or other thing of value to any procurement official of such agency;
- Solicit or obtain, directly or indirectly, from any officer or employee of such agency, prior to the award of a contract any proprietary or source selection information regarding such procurement.

a. **Penalty**:

- Awarded contract subject to being voided, rescinded or terminated for default.
- Contractor subject to suspension and possible debarment.
- Contractor subject to fines of up to $1,000,000 or imprisonment of up to 5 years.
- Individuals subject to fines of up to $100,000 and imprisonment of up to 5 years.



Slide #11 Procurement Official

2. Procurement Official.

During the conduct of any Federal agency procurement of property or services, no procurement official of such agency shall knowingly--

- Solicit or accept, directly or indirectly, any promise of future employment of business opportunity from, or engage, directly or indirectly, in any discussion of future employment or business opportunity with, any officer, employee, representative, agent, or consultant of such competing contractor;

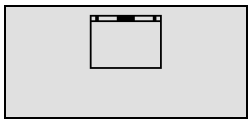
- Ask for, demand, exact, solicit, seek, accept, receive, or agree to receive, directly or indirectly, any money, gratuity, or other thing of value from any officer, employee, representative, agent, or consultant of any competing contractor for such procurement; or

- Disclose any proprietary or source selection information regarding such procurement directly or indirectly, to any person other than a person authorized by the head of such agency or the contracting officer to receive such information.

a. **Penalty**:

- Employee subject to termination.

- Employee subject to fines of up to $100,000 and imprisonment of up to 5 years.



Slide #12 Government Official or Employee

I. Government Official or Employee

1. Participation.

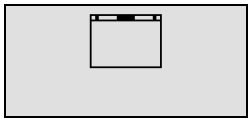
No Government official or employee, civilian, or military, who has participated personally and substantially in the conduct of any Federal agency procurement or who has personally reviewed and approved the award, modification, or extension of any contract for such procurement shall—

I. Government Official or Employee (cont'd)

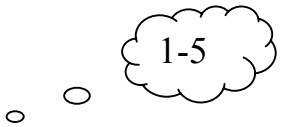
- Participate in any manner, as an officer, employee, agent, or representative of a competing contractor, in any negotiations leading to the award, modification, or extension of a contract for such procurement, or

- Participate personally and substantially on behalf of the competing contractor in the performance of such contract, during the period ending 2 years after the last date such individual participated personally and substantially in the conduct of such procurement or personally reviewed and approved the award, modification, or extension of any contract for such procurement.

a. **Penalty**: Individual subject to fines of up to $100,000



Slide #13 Maintaining Ethical Standards



J. Maintaining Ethical Standards

1. Standards.

Observe these and other ethical standards in performing official duties:

- Do not use the housing office for private gain.

- Ensure fair and equal treatment to all housing applicants without regard to race, color, religion, national origin, sex, or marital status.

- Promote Government efficiency or economy.

- Make Government decisions within official channels, do not make or recommend official decisions in which you have a financial interest.

- Keep proprietary or source selection information confidential; do not disclose it to unauthorized sources.

- Reject any gratuity, gift, favor, entertainment, loan, or anything of monetary value offered as a result of official duties.

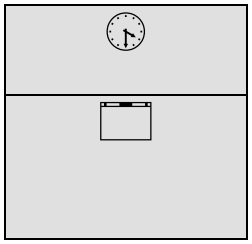
J. **Maintaining Ethical Standards** (cont'd)

- Do not represent a party in any matter, including a claim or contract, in which the United States has an interest.
- Do not conspire to defraud the Government.
- Do not give preferential treatment to Lessors; spread leases among different Lessors .

	Exercise #1: Pass out the Ethic Scenarios, Appendix B.

Note	➢ Have the students split into groups and discuss and then present to the class. Have each group work on a different scenario

Chapter 2 – Coast Guard Leased Housing Program



30 Minutes

Slide #14
Leased Housing Program

A. Leased Housing Program

1. Authority.

Under authority of 14 USC 475(a), the Secretary is authorized to lease existing housing for Coast Guard military personnel if Coast Guard installations lack adequate housing facilities on-base or nearby. Domestic leases are subject to the limitations of the Anti-Deficiency Acts (1-year terms) contained in 31 USC 1341.

2. Policy.

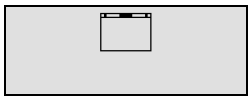
Leased housing is a privilege granted to certain Coast Guard members in areas where specific pay grades generally are unable to afford adequate housing because of the high cost or absence of private housing or lack of government-owned housing. The privilege of occupying leased housing is not guaranteed. All personnel should be prepared to obtain private housing on the open market, regardless of local market conditions or the anticipated availability of leased quarters.

3. Availability of Government Owned Quarters.

Assign eligible personnel to available adequate Coast Guard-or DOD-owned quarters (family and UPH/Barracks facilities) before considering for Coast Guard-leased housing. All requests for leased quarters must include the statement, "No government-owned quarters are available at this time." Leased Housing Contracting Officers (LHCO) shall not sign lease contracts without including this statement and verifying its accuracy.

4. Assigning Coast Guard Leased Housing.

With few exceptions, leased housing assignments are based on the absence of adequate, suitable government-owned and community-based housing near Coast Guard installations and eligibility.



Slide #15 Definitions

B. Definitions

1. Administrative Cost Ceiling.

The monthly dollar limit set by Commandant (G-WPM-4) as the maximum amount that may be authorized by MLC to be expended on individual leased quarters during any month, including the cost of utilities. This is equal to 120 percent of the BAH-derived housing cost for a particular area. To exceed the Administrative Cost Ceiling, waivers must be submitted to Commandant (G-WPM-4) via the MLC.

2. Area Housing Authority (AHA).

Integrated Support Commands or large Headquarters units designated by Commandant (G-WP) to manage the Leased Housing Program for all leasing areas under their cognizance.

3. BAH-derived Housing Matrix.

This is the maximum annual cost ceiling which the AHO may expend for a lease (including utilities) within their area of responsibility. Use of the BAH derived Housing Matrix remains mandatory for both accompanied and unaccompanied members. Costs which may exceed the matrix must first be approved by MLC. When leases are retained or renewed, their cost may not exceed the matrix.

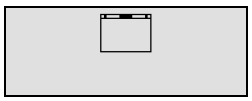
4. Exemptions.

   a. **Blanket**. A waiver from leased housing acquisition, eligibility, or assignment policy that includes all leases or a specific type of lease in a specific geographic area.

   b. **Individual**. A waiver from leased housing acquisition, eligibility, or assignment policy that involves only one lease or member

5. Family Leased Housing (FLH):

The Leased Housing Program that applies to members whose dependents accompany them to the new duty station.



Slide #16

B. Definitions (cont'd)

6. Involuntary Geographic Bachelor:

Permanent party personnel with dependents under PCS orders ashore, which are not entitled to dependents' travel and household goods' transportation to the new PDS, including personnel assigned unaccompanied tours.

7. Leased Housing Contracting Officer (LHCO):

Contracting Officers authorized to sign Coast Guard Residential Lease contracts. This will be a member of the Area Housing Office Staff.

8. Leased Quarters.

Privately owned dwelling as a single house or part of a multiple-unit building leased by the Coast Guard for use as public quarters.

9. Leasing Area.

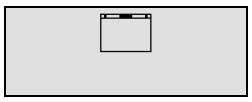
A geographical area in which the Commandant has authorized the Leased Housing Program.

10. Local Housing Authority (LHA).

The commanding officer of a unit that the Area Housing Authority has designated to manage the Leased Housing Program in a leasing area.

11. Maximum Funding Level.

The total funds available to each AHA for leases throughout the fiscal year. The AHA will receive their annual budget from Commandant (G-WPM-4) thru MLC.



Slide #17

12. National Median Housing Cost (NMHC).

The median of all rental costs data collected nationwide by DOD for each pay grade. Separate national median housing cost are determined for each pay grade at with dependents and without dependents rate. Commandant (G-WPM-4) publishes the NMHC annually.

B. Definitions (cont'd)

13. Occupant.

The person(s) the Coast Guard assigns to Coast Guard-leased quarters who forfeit all government housing allowances.

14. Rental Partnership Program.

An agreement between military base commanders and privately owned housing complexes to provide affordable, adequate community-based housing to military members. Depending on the agreement, security deposits, application fees, and credit checks usually are waived and rental costs reduced, generally at or below established BAH rates.

15. Total Housing Allowance (THA).

The total of a member's housing allowance (BAH) plus out of pocket expenses the member is expected to absorb.

16. Unaccompanied Personnel Leased Housing (UPLH).

The Leased Housing Program applicable to personnel assigned afloat and ashore who do not have dependents.

17. Universal Eligibility Matrix.

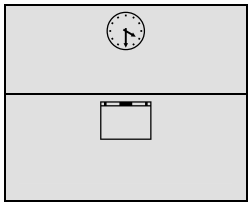
Annual matrix derived by Commandant (G-WPM-4) which establishes eligibility for the leased housing program based on pay grade (with and without dependents) and bedroom requirements.

18. Voluntary Geographic Bachelor.

Permanent party personnel with no co-located dependents assigned an accompanied tour and entitled to dependent travel and household goods transportation to PDS area. Also includes separated, members assigned overseas who return dependents early, and voluntary or involuntary separated members without a court-order agreement.

	Slide #18 Lease
	Handout #1: Provide copy of handout to students.

Chapter 3 – Coast Guard Residential Lease



2 Hours

Slide#19
Documentation

A. Documentation

1. Authorized Document.

The U. S. Coast Guard Residential Lease (CG-5571) together with U. S. Coast Guard Residential Lease - General Provisions (CG-5571A) shall form the official document to be used in the leasing of residential housing pursuant to the authorities authorized by 14 U.S.S. 475(a).

2. Why does the Coast Guard have their own lease?

The Office of Chief Counsel, U. S. Coast Guard by memorandum dated 21 July 1992 issued a legal opinion that:

- Coast Guard leased housing regulations are distinct from GSAR (General Service Administration Regulations).
- GSA's leasing forms are not binding on the Coast Guard's leased housing program.
- The Coast Guard Housing Program Division should prescribe standard leased housing clauses.

Additionally, Office of Chief Counsel, U. S. Coast Guard by memorandum 11011 dated 24 March 1993 issued a legal opinion that FAR (Federal Acquisition Regulations) do not apply to "real property in being" and directed development of a standard housing lease for Coast Guard wide use.

3. Standard Forms.

   a. **CG Form 5571**: The CG-5571 is to be individually prepared to accommodate specific Information pertaining to Lessor, costs, addresses, etc. Photocopies will be made of the executed original. The CG-5571 is to be generated using HMIS Web. Alternate generation of the form (Word) is not authorized except in the event of emergencies, ie., natural disasters.

   b. **CG Form 5571A**: The CG-5571A should be mass produced in quantity and attached to the original and photocopies of CG Form 5571.

4. Deviations.

Deviations from the clauses in the forms CG-5571 and CG-5571A are strictly prohibited. Use of deviated versions of the standard forms shall not constitute an official document.

*"Pen and Ink changes **are not** allowed except in cases where authorized by G-WPM-4 and agreed to by FINCEN."*

Note	➢ **PowerPoint**. Use the following PowerPoint Slides as you discuss sections A and B with the Students ➢ **Condition Inspection Report**. Pass out to the students when appropriate as you review the lease.

Slides #20 – 26: CG Form 5571

Slides #27 – 28: General Provisions

Handout #2: **Condition Inspection Report**

B. CG Form 5571

UNITED STATES COAST GUARD RESIDENTIAL LEASE

_____ (Lease Date)

40***XX***-29-***XX***L-P***XX***-***XX***-U (Lease Number)

THIS LEASE, made and entered into this date by and between the LESSOR named below, hereafter called the LESSOR and the UNITED STATES COAST GUARD, hereafter called the COAST GUARD.

1. THE LESSOR

1.a Name

Lessor Name

1.b. Tax Code/Social Security #:

Tax Code
Telephone: *(XXX) XXX-XXXX*

1.c THE LESSOR

1.d. Tax Code/Social Security #:

Address
City, State, Zip

Lessor

1.e. Lessor's interest in the property herein described is that of owner or agent for owner: _____
Owners name (if agent) _____

1.f. Lessor and/or owner (is or is not) not a Federal Employee.

1.g. Lessor Successors: Should ownership of the premises pass to another individual or company, this lease is binding on the new owner.

WITNESSETH: The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

2. THE LEASE:

2.a. The Lessor hereby leases to the Coast Guard the following described premises:

Total Bdrms: _____ Total Baths: _____ Total Rooms: _____
Square Feet: _____ County: _____
Congressional Dist: _____
Construction Style: _____

2.b. The Lessor shall furnish a refrigerator and stove. The Government does not accept liability for furnishing, draperies and curtains left in the unit nor are these items made part of this contract. All other Lessor furnished items shall be included and noted in the Inspection Report as explained in the General Provisions.

2.c The premises are used to house members of the Coast Guard and their dependents, if any, regardless of race, color, religion, sex or national origin.

1 Coast Guard ____ Lessor: _____

DEPT. OF TRANS., USCG, CG 5571 (9/94)

B. CG Form 5571 (cont'd)

Header	Lease Contract header appears on each page of the CG-5571 and is composed of the **Start Date** and the **Lease Number**
Start Date	The effective date of the lease.
Lease Number	**A contract number is assigned to the lease by the Coast Guard Leased Housing Contract Officer and inserted in the Lease Number block at the top of each page.** **Example**: 4000-30-00-L-P-59-056-F Each part of the lease number has a meaning to LHCO and FINCEN as identified below:

40	Dafis Doc Type	Leased Housing is identified as a Dafis Document type
00	Current Fiscal Year	Will always be the current FY
30	Contract Site	Each LH Contracting Authority Site is provided a Contract Site number; see matrix below
99	FY Lease Started	Will always be the FY in which the current lease started
L-P	Defines as Lease; W program	Used to identify Leased Housing; requested by FINCEN
59	Program Element	Each LH Contracting Authority Site is provided a Program Element number; see matrix below
056	Serial Number assigned by LHCO	Three digit number from 01 to 999 assigned to each lease
F	Type of Housing	Used to define if Lease is a Family or Unaccompanied Lease

Contract Sites and Program Elements are provided Below

Location	Contract Site	Program Element
ISC Boston, MA	24	5b
ISC St. Louis, MO	25	52
TRACEN, Cape May, NJ	42	5C
ISC Portsmouth, VA	27	55
ISC Miami, FL	28	57
ISC New Orleans, LA	29	58
ISC Cleveland, OH	30	59
ISC San Pedro, CA	89	5L
ISC Alameda, CA	89	5P
ISC Seattle, WA	89	5S
ISC Honolulu, HI	89	54
TRACEN Petaluma, CA	49	5T
ISC Ketchikan, AK	89	5J
ISC Kodiak, AK	89	5J
Comdt (HSC), Washington, DC	23	5H

B. CG Form 5571 (cont'd)

UNITED STATES COAST GUARD RESIDENTIAL LEASE

_____ 40XX-29-XXL-PXX-XX-U
(Lease Date) (Lease Number)

THIS LEASE, made and entered into this date by and between the LESSOR named below, hereafter called the LESSOR and the UNITED STATES COAST GUARD, hereafter called the COAST GUARD.

1. THE LESSOR

1.a Name

Lessor Name

1.b. Tax Code/Social Security #:

Tax Code
Telephone: **(XXX) XXX - XXXX**

1.c THE LESSOR

Address
City, State, Zip

1.d. Tax Code/Social Security #:

Lessor

1.e. Lessor's interest in the property herein described is that of owner or agent for owner: _____
Owners name (if agent) _____

1.f. Lessor and/or owner (is or is not) not a Federal Employee.

1.g. Lessor Successors: Should ownership of the premises pass to another individual or company, this lease is binding on the new owner.

WITNESSETH: The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

2. THE LEASE:

2.a. The Lessor hereby leases to the Coast Guard the following described premises:

Total Bdrms: _____ Total Baths: _____ Total Rooms: _____
Square Feet: _____ County: _____
Congressional Dist: _____
Construction Style: _____

2.b. The Lessor shall furnish a refrigerator and stove. The Government does not accept liability for furnishing, draperies and curtains left in the unit nor are these items made part of this contract. All other Lessor furnished items shall be included and noted in the Inspection Report as explained in the General Provisions.

2.c The premises are used to house members of the Coast Guard and their dependents, if any, regardless of race, color, religion, sex or national origin.

1 Coast Guard _____ Lessor: _____

DEPT. OF TRANS., USCG, CG 5571 (9/94)

B. CG Form 5571 (cont'd)

1. The Lessor	"The Lessor" identifies the person or agency with which the Coast Guard will lease the residential housing unit.
1.a	**Lessor Name**: Full name of each Lessor in CAPITAL LETTERS. If more than one person will sign the lease, each is listed individually. Do not use abbreviations for corporate titles. **Example**: Identify two lessors as: JOHN EARL SMITH MARY JANE SMITH **Example:** National Bank of Alaska would be spelled out completely rather than abbreviation of "NBA"
1.b	**Tax Code**: Required; is either a SSN or a Tax Identification Number for a corporation **Telephone**: Required; telephone number for Lessor
1.c	Correspondence Address - The full postal address, including zip code
1.d	Check Mailing Address – Will always be "Direct Deposit" unless a waiver has been granted to pay by check. **DO NOT** include direct banking routing codes or accounting numbers on the lease.
1.e	Lessors interest in the property –the following applies

If Lessor is	Then	And
Owner	"owner" is on the lease	
Agent	"agent" is on the lease	The owners name in all capitals If two owners, enter as follows: ➢ John Smith ➢ Mary Smith

1.f	Federal Property Required; is either Yes or No.
1.g	Lessors successors The intent of this clause is to provide the maximum degree of stability Coast Guard should consider relocation options as an alternate to forcing the Lessor's successor to abide by the existing lease.
2. The Lease	Clause 2 identifies the premises to be leased and presents conditions regarding the conduct of the lease.
2.a	Premise description: The following items must be completed:

❑ Total bedrooms ❑ Total baths ❑ Total rooms ❑ Square feet	❑ County ❑ Congressional District code ❑ Construction style ❑ Address

2.b	Lessor furnishings required by the lease are a refrigerator and stove. All other amenities included in the lease shall be noted on the condition inspection report.
2.c	Fair housing clause The Lessor has no discretion as to Coast Guard occupants

UNITED STATES COAST GUARD RESIDENTIAL LEASE

_____ 40XX-29-XXL-PXX-XX-U
(Lease Date) (Lease Number)

THIS LEASE, made and entered into this date by and between the LESSOR named below, hereafter called the LESSOR and the UNITED STATES COAST GUARD, hereafter called the COAST GUARD.

2. THE LEASE: (cont'd)

2.d. The Lessor shall keep the premises free from pests in conformance with local and state health regulations.

2.e. Smoke detectors are installed in accordance with federal, state and local regulations. Hardwired: [ ] Yes, [ ] No. [ ]

2.f. Automatic (Fire) Sprinkler Systems are installed in accordance with federal, state and local regulations: [ ] Yes, [ ] No, [ ] N/A.

2.g. Grounds care is performed by Lessor (is performed by occupant).

2.h. Pets are (are not) allowed.

2.i. Lessor does (does not) permit child care.

2.i.(1) If permitted, no increase in rent or utilities will be paid to the Lessor.

2.i.(2) Child care is defined to be in-home care of more than one but no more than six children other than occupant dependents at a minimum of 10 hours per week per child for compensation.

2.j. The Lessor agrees to comply with all federal, state, and local laws which apply to the ownership and operation of the premises, and will obtain at Lessor expense all necessary permits and related approvals, including but not limited to those for lead, radon, asbestos, and other environmental and safety measures.

3. THE TERM

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on _____ . _____ through September 30, _____ subject to termination and renewal rights as may be herein set forth. No lease shall exceed a period of five years.

4. THE RENEWAL

Annually, effective 1 October, this lease will be automatically renewed at the option of the Coast Guard for the term stated in Clause 3, at the rate stated in Clause 5.a. After a period of twelve months, the annual rate may be subject to renegotiation. Evidence supporting rental rate adjustment, such as changes in property taxes, insurance premiums and/or inflationary indices, must be provided by the Lessor to the Coast Guard Local Housing Authority prior to the first of July. Lessor failure to notify the Coast Guard of requested rate adjustment will result in this lease being automatically renewed at the same rate. Requests for adjustment to utility costs are addressed in Clauses 5.f and 5.g of this lease.

No renewal shall extend beyond September 30, ____.

2 Coast Guard ____ Lessor:_____

DEPT. OF TRANS., USCG, CG 5571 (9/94)

B. CG Form 5571 (cont'd)

Clause 1. The Lease (cont'd)	
2.d	Lessor pest responsibility The premises shall be maintained pest free. Coast Guard occupants introducing pests to the premises shall be held responsible and liable for pest removal.
2.e	Smoke detectors
2.f	Sprinklers
2.g	Grounds care responsibility – will either be the Lessor or the Occupant
2.h	Pets – Indicates if pets are allowed; if allowed the pet restrictions must be listed; if none then "NONE" must be listed
2.i	Childcare – If lessor agrees to allow childcare, then should be so indicated.

Clause 3. Term of the lease

Clause 3 identifies the effective date of the lease when the Coast Guard shall have the right of occupancy and when the Coast Guard's fiscal obligation begins and identifies when the lease contract ends.

Example: beginning on April 10, 2002 through September 30, 2006. No lease shall exceed a period of five (fiscal) years including the year the lease is negotiated.

Clause 4. Renewal Responsibilities

Clause 4 Indicates that the lease shall be automatically renewed every year up to but not including the ending date listed in 3 above. Lease rate adjustments must be provided to LHCO by July 1 or the lease will be automatically renewed at the same rate.

Provides the ending date of the lease contract.

UNITED STATES COAST GUARD RESIDENTIAL LEASE

_____ 40XX-29-XXL-PXX-XX-U
(Lease Date) (Lease Number)

THIS LEASE, made and entered into this date by and between the LESSOR named below, hereafter called the LESSOR and the UNITED STATES COAST GUARD, hereafter called the COAST GUARD.

5. PAYMENT TO THE LESSOR

5.a. The Coast Guard shall pay the Lessor an annual amount of $ _____total rent at the rate of $_____ monthly rent per month in arrears. The monthly payment is comprised of:

for rent: $_____.00.
for utilities: $_____.00

5.b. Payments to the Lessor will be due on the 5th workday of the month for the preceding month's rent. The date of the check issued in payment shall be considered to be the date payment is made.

5.c. The Prompt Payment Act, Public Law 97-177 (96 Stat.85, 31 USC 1801) is applicable to payment under this contract and requires the payment to the Lessor of interest on overdue payment and improperly taken discounts. Determination of interest due will be made in accordance with the Prompt Payment Act and Office of Management and Budget Circular A-125.

5.d. Payments include all utility charges for heat, water, sewage, gas, electricity, and trash removal except in geographic locations where state and local regulations do not allow inclusion. Telephone and cable television are the responsibility of the occupant.

5.e. Rent for a lesser period shall be prorated as 1/30th of the per month rate.

5.f. The utility rate is based on an average monthly cost calculated over a twelve month period. Twelve (12) months after initial or subsequent occupancy, this lease may be adjusted upward or downward to compensate for incorrect estimates for utility amounts. It is the Lessor's responsibility to monitor utility consumption and to provide the Coast Guard with verifiable utility consumption documentation for a twelve (12) month period. Failure to provide required documentation will not justify utility payment adjustments.

5.g. It is the Lessor's responsibility to maintain all utility machinery in efficient operation. The Lessor is responsible to notify the Coast Guard immediately of any excessive utility costs. A one time utility payment may be authorized by the Coast Guard to compensate for verifiable utility abuse by the occupant. Documentation supporting utility abuse must be provided by the Lessor prior to reimbursement.

6. TERMINATION

The Coast Guard may terminate this lease at any time by giving at least a 30 day notice in writing to the Lessor. Said notice shall be computed commencing with the day after the date of mailing. No rental payment shall accrue after the effective date of termination

3 Coast Guard _____ Lessor: _____

DEPT. OF TRANS., USCG, CG 5571 (9/94)

B. CG Form 5571 (cont'd)

Clause 5. PAYMENT TO LESSOR	
5.a	**Monthly rent total**
	Monthly rent
	Monthly utilities
5.b	**Payment schedule**
5.c	**Penalty for late payment**
5.d	**What payment includes**
5.e	**Prorate calculation**
5.f	**Adjustment of utilities**
5.g	**Lessor's responsibilities for maintenance of utility equipment**
Clause 6. Termination	

B. CG Form 5571 (cont'd)

UNITED STATES COAST GUARD RESIDENTIAL LEASE

_____ 40XX-29-XXL-PXX-XX-U

(Lease Date) (Lease Number)

THIS LEASE, made and entered into this date by and between the LESSOR named below, hereafter called the LESSOR and the UNITED STATES COAST GUARD, hereafter called the COAST GUARD.

7. AVAILABILITY OF FUNDS

Unless otherwise notified, funds will become available on the effective date of this lease and any subsequent renewals. The Coast Guard's obligation hereunder is contingent upon the availability of appropriated funds from which payment for this contract can be made. No legal liability on the part of the Coast Guard for payment of any money shall arise unless and until funds are made available to the Contracting Officer for this procurement. You will be notified immediately if funds do not become available for this procurement.

8. MODIFICATION TO CONTRACT:

The following Clauses within this lease may be modified using Form 5571B, Modification to Contract, as consented to by the Lessor and the Leased Housing Contracting Officer.: Clauses 1.a-f, 2.a-b, 2.g-i, 3 and 5.a. The attached General Provisions may not be modified.

9. ATTACHMENTS:

Coast Guard Form 5571A, United States Coast Guard Residential Lease General Provisions and the Condition Inspection Report are attached and made a part hereof.

10. CONTRACTING OFFICER:

The Coast Guard Leased Housing Contracting Officer may be contacted at the following address and telephone number

LESSOR

BY _____ _____

Lessor Signature Lessor Signature

UNITED STATES COAST GUARD

BY _____ _____

Leased Housing Contracting Officer
Authority: 14 U.S.C 475(a)

4 Coast Guard Lessor: _____

_____

DEPT. OF TRANS., USCG, CG 5571 (9/94)

B. CG Form 5571 (cont'd)

7. Availability of funds
8. What can be changed on the contract
9. What is included to make a good contract
All leases must have the CG Form 5571A, General Provisions and Condition Inspection Report attached.
Clause 10. Contracting Officer Information

C. General Provisions

UNITED STATES COAST GUARD RESIDENTIAL LEASE
GENERAL PROVISIONS

SUBLETTING: The Coast Guard may sublet any part of the premises but shall not be relieved from any obligation under this lease by reason of any such subletting.

DEPOSITS: This lease is the only financial agreement covering the premises and no effect shall be given to any agreement between the Lessor and the Coast Guard tenant occupying the premises. No deposit is now held nor required. Any deposit held by the lessor under terms or conditions of a previous arrangement with the Coast Guard occupant shall be returned no later than the effective date of this lease.

MAINTENANCE: Except for damage caused by the abuse or neglect of occupants or their guests, the Lessor shall maintain the premises, including the building and any and all equipment, fixtures, security services and appurtenances furnished by the Lessor under this lease in good repair and tenable condition. The Lessor shall accomplish routine interior painting, necessary recarpeting, and other similar replacement and repair not less than once every three years of Coast Guard occupancy under this lease. The Lessor may at reasonable times, and with the permission of the authorized Coast Guard representative, enter and inspect the premises and make any repairs necessary. The Lessor is not responsible for replacement of light bulbs and fuses.

FAILURE IN: PERFORMANCE: Rent payments are dependent upon the Lessor performing functions required by this lease. If the Lessor fails to provide any service, utility, maintenance, required environmental or safety modifications or repairs required by this lease, the Coast Guard may contract for or perform the services, and deduct the cost of performing the services from the rent payment. As an alternative, the Coast Guard may reduce the rent payment by the value of the service not performed (as determined by the Coast Guard Leased Housing Contracting Officer).

If the Lessor's failure to perform causes the Coast Guard occupant to be temporarily housed elsewhere because of untenable conditions, the Lessor shall be responsible for any reasonable expenses incurred for such temporary housing.

An untenable or unsafe condition not repaired and/or restored or good faith attempts to repair/restore to tenable condition within twenty-four (24) hours after Lessor notification by the occupant and/or Coast Guard shall be deemed failure in performance by the Lessor. Other repairs and/or restorations shall be performed by the Lessor with diligence and within a reasonable period of time as determined by the Coast Guard Leased HousingContracting Officer.

TERMINATION FOR DEFAULT: If the premises are not ready for occupancy on the date this lease is to commence the Coast Guard may, with written notice to the Lessor, terminate this lease. The Lessor will be liable for any damages to the Coast Guard resulting from the Lessor's failure to have the premises ready for occupancy on the date agreed whether this lease is terminated or not.

Failure by the lessor to maintain the premises in tenable condition may result in immediate termination as determined by the Coast Guard Leased Housing Contracting Officer.

FIRE OR OTHER CASUALTY: If the premises are destroyed by fire or by other casualty, this lease will immediately terminate. If the premises are partially destroyed so that they are untenable (as determined by the Coast Guard Leased Housing Contracting Officer) the Coast Guard may terminate this lease by giving the Lessor written notice within 15 days after the partial destruction. If this lease is terminated in this way, no rent will accrue after the partial destruction. As an alternative, the Coast Guard may choose to continue to occupy the premises at a reduced rent, agreed to by the Lessor and effective the date of the partial destruction.

DEPT. OF TRANS., USCG, CG 5571A (7/93)

UNITED STATES COAST GUARD RESIDENTIAL LEASE
GENERAL PROVISIONS

FACILITIES NON-DISCRIMINATION:

(a) As used in this provision, the term "facilities" means pools, weight rooms, rest rooms, locker rooms, stores, shops, clubhouses, and any other facility of a public nature available for use by tenants of the complex in which the premises are located.

(b) The Lessor agrees that he/she will not discriminate by segregation or otherwise against any person or persons because of race, color, religion, sex, or national origin in furnishing, or by refusing to furnish, to such person or persons the use of any facility, including any and all services, privileges, accommodations, and activities provided thereby. Nothing herein shall require the furnishing to the general public of the use of any facility customarily furnished by the lessor solely to tenants, their guests and invitees.

(c) It is agreed that the Lessor's noncompliance with the provisions of this section shall constitute a material breach of this lease. In the event of such noncompliance, the Coast Guard may take appropriate action to enforce compliance, may terminate this lease, or may pursue such other remedies as may be provided by law. In the event of termination, the Lessor shall be liable for all excess costs of the Coast Guard in acquiring substitute housing, including but not limited to the cost of moving to such housing. Substitute housing shall be obtained in as close proximity to the premises as is feasible
and moving costs will be limited to actual expenses thereof incurred.

(d) It is further agreed that from and after the effective date of this lease the Lessor will, at such time as any agreement is to be entered into or a concession is to be permitted to operate, include or require the inclusion of the foregoing provisions of this clause in every such agreement or concession pursuant to which any person other than the Lessor operates or has the right to operate any facility. Nothing herein contained, however, shall be deemed to require the inclusion of the foregoing provisions of this clause in any existing agreement or concession arrangement or one in which the contracting party other than the Lessor has the unilateral right to renew or extend. The Lessor also agrees that it will take any and all lawful actions as expeditiously as possible, with respect to any such agreement as the Coast Guard may direct, as a means of enforcing the intent of this clause, including but not limited to, termination of the agreement or concession and
institution of court action.

INSPECTION REPORT:

A joint physical inspection report of the premises shall be made as of the effective date of this lease, reflecting the then present condition, and will be signed by both the Lessor and the authorized Coast Guard representative.

ASSIGNMENT OF CLAIMS:

The right to payments shall not be transferred by the Lessor to any other party, and any such transfer shall cause annulment of this lease so far as the Coast Guard is concerned. Except as specified for Lessor Successors of Clause 1.g. of this lease, rent payments and any other claims payable shall be made only to the Lessor described in this lease.

EQUAL OPPORTUNITY:

(This clause only applies to leases over $10,000 annually.) During the term of this lease, the lessor agrees as follows:

(a) The Lessor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Lessor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Coast Guard Leased Housing Contracting Officer setting forth the provisions of this Equal Opportunity clause.

DEPT. OF TRANS., USCG, CG 5571A (7/93)

UNITED STATES COAST GUARD RESIDENTIAL LEASE
GENERAL PROVISIONS

EQUAL OPPORTUNITY: (continued)

(b) The Lessor will, in all solicitations or advertisements for employees placed by or on behalf of the Lessor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Lessor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Coast Guard Leased Housing Contracting Officer, advising the labor union or workers' representative of the Lessor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Lessor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and with the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Lessor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and with the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (Reporting requirements apply only to leases over $50,000, annually and Lessors with over 50 employees.)

(f) In the event of the Lessor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Lessor may be declared ineligible for further Coast Guard contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Lessor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Lessor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Lessor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Coast Guard, the Lessor may request the Coast Guard to enter into such litigation to protect the interests of the Coast Guard.

COVENANT AGAINST CONTINGENT FEES:

The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty, the Coast Guard shall have the right to annul this lease without liability or in its description to deduct from the rental price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee. (Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practice and who have not obtained such licenses for the sole purpose of effecting this lease, may be considered as bona fide employees or agencies within the exception contained in this provision.)

OFFICIALS NOT TO BENEFIT:

No member of or delegate to Congress will receive any money or other benefit from this lease. The only exception to this provision is if the Lessor is a corporation in which the member or delegate to Congress owns shares.

DEPT. OF TRANS., USCG, CG 5571A (7/93)

UNITED STATES COAST GUARD RESIDENTIAL LEASE
GENERAL PROVISIONS

CLAIMS AND DISPUTES:

The Coast Guard will reimburse the Lessor, upon submission of a just and documented claim, for damages beyond the normal wear and tear which may be caused by the Coast Guard occupant through neglect or abuse. Damage liability is specifically limited to those items damaged by abuse or negligence of the occupant and his or her dependents and guests.

a. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613), provided herein:

a.1. The Lessor must deliver any claim to the Coast Guard not later than sixty (60) calendar days after lease termination.

a.2. The Claim must:

(a) be in writing,

(b) state a total claim amount (sum certain),

(c) identify individual damage/claim items,

(d) be supported with receipts or estimates as follows:

* if the item is less than $200, one receipt or estimate.
* if the item is $200 or more, two estimates

(e) contain a signature as explained below.

b. Except as provided in the Act and the above, all disputes arising under or relating to this contract shall be resolved under this clause.

c. "Claim," as used in the clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding $100,000 is not a claim under the Act until certified as required by subparagraph d.2. below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

d.1. A claim by the Contractor shall be made in writing and submitted to the Coast Guard Leased Housing Contracting Officer for written decision. A claim by the Coast Guard against the Contractor shall be subject to a written decision by the Coast Guard Leased Housing Contracting Officer.

d.2. For Contractor claims exceeding $100,000, the Contractor shall submit with the claim a certification that:

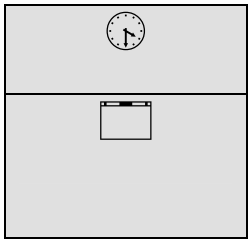
(i) The claim is made in good faith;

(ii) Supporting data are accurate and complete to the best of the Contractor's knowledge and belief; and

(iii) The amount requested accurately reflects the contract adjustment for which the Contractor believes the Coast Guard is liable.

C. General Provisions (cont'd))

Chapter 4 – Locating Rental Properties



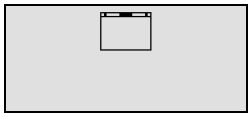
2 Hours

Slide #29
Locating Rental Properties

A. General Information

1. Adequate and Cost Effective.

It is everyone's responsibility to locate prospective leased housing units that are both economical, adequate, and within the cost limitations established by Commandant (G-WPM-4).



Slide #30
Unit Type Priorities

2. Unit Type Priorities.

Observe these following priorities when acquiring leases.

Priority	Housing Unit Type
1	Apartments
2	Townhouses and/or duplexes
3	Single-family detached houses
Note: *Housing types other than apartments are authorized only if adequate apartments are not available. Acquiring single-family detached homes requires an exemption from MLC.*	

3. Leasing From Federal Employees.

To avoid any conflict of interest, do not lease from Federal Employees unless no other adequate leases are available. Leasing from Federal employees requires an exemption from MLC.

Federal Employee	Non-Federal Employee
• Anyone who works full-time for the Federal government • Reservists (any status)	• Postal employee • Federal Government retirees

Slide #31
Adequacy Standards

4-1

B. Adequacy Standards

1. Standards.

The following standards should be observed to ensure that the Coast Guard leases only adequate units containing no uncommon or excessive amenities. The lack of one of the following items ***does not*** necessarily render the housing unit inadequate.

2. Be of Permanent Construction.

Units must be of permanent construction, designed and maintained for year-round occupancy, and in a good state of repair.

3. Meet Bedroom Criteria.

Bedrooms must equal the number for which the member qualifies based on family size. UPLH units must have at least three bedrooms, if available. To qualify as a bedroom, the room must:

- contain a closet
- be accessible without passing through another bedroom
- have at least two separate egresses.

Note: *Units exceeding the number of bedrooms for which qualified requires an exemption from MLC.*

4. Meet Net Square Footage Criteria.

Units must meet the following OMB net square feet standards:

IF the number of bedrooms is…	THEN the minimum net area is…	AND the normal net area is
1	550 sq. ft.	730 sq. ft.
2	750 sq. ft.	1,000 sq. ft.
3	960 sq. ft.	1,415 sq. ft.
4	1,190 sq. ft.	1,670 sq. ft.

Net area includes space inside exterior or party walls, excluding only:

- stairways,
- unfinished attic,
- garage, and
- unfinished basement, or- bulk storage, laundry, and storage space in lieu of basement.

***Note**: Units exceeding the normal net square footage area for which qualified requires an exemption in from MLC.*

5. Meet Bathroom Criteria.

Units must meet the following OMB bathroom standards:

IF the number of bedrooms is…	THEN the minimum number of bathrooms is…	AND the maximum number of baths is…
1	1	1
2	1	1 ½
3	1	2 ½
4	2	2 ½

6. Meet Kitchen Criteria.

Kitchens must be accessible without passing through any bedrooms and contain a:

- stove and oven, or range
- refrigerator with freezer
- counter
- sink with potable water.

7. Have Adequate Utilities.

The unit must have a continuous supply of:

- adequate heating
- air conditioning (where climate conditions dictate)
- electricity
- sewage disposal
- hot and cold potable water
- natural gas or propane if separate source of energy is needed for cooking or heating.

8. Have Adequate, Operating Smoke Detectors.

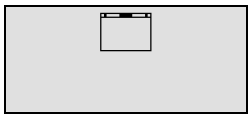
The unit must contain a smoke detector on each floor that:

- meets UL Code 2034 standards (listed on detector)
- is hard-wired
- has battery backup in case of electrical failure
- is audible in all bedrooms with the door closed.

9. Have an Adequate, Operating Carbon Monoxide Detector.

If the unit contains a fuel-burning appliance, fireplace, or has an attached garage, a carbon monoxide detector should be centrally located outside of each separate sleeping area in the immediate vicinity of the bedrooms. Each detector should:

- meet UL Code 2034 standards (listed on detector)
- be audible in all bedrooms with the door closed.



Slide#32
Adequacy Standards

10. Have Adequate Parking Spaces.

The unit should provide parking to avoid on-street parking and have:

- FLH: At least two parking spaces
- UPLH: One parking space for each occupant, as needed.

11. Have Adequate Telephone Jacks.

Whenever possible each unit should contain at least two jacks.

12. Contain No Excessive Or Prohibited Amenities.

Units shall not contain amenities which could result in:

- Undue liability to the Government
- Increased energy costs to the Government
- Excessive or unreasonable occupant maintenance requirements
- Perception of preferential treatment
- Perception of wasteful Government spending.

12. Contain No Excessive Or Prohibited Amenities (cont).

Examples of excessive or prohibited amenities include individual swimming pools, tennis courts, an excessively large lot, waterfront property, or a hot tub and/or jacuzzi. The unit may contain common amenities and equipment such as:

- a dishwasher
- garbage disposal
- built-in microwave
- washer and/or dryer
- blinds
- ceiling fans
- carpeting.

13. Be Near Community Facilities .

When possible units should be reasonably close to community facilities, including:

- shopping
- fire station
- police station
- medical treatment facility
- religious facilities
- schools
- recreation (a community park or playground).

14. Be Distant From Undesirable Conditions.

When possible units should be distant from undesirable conditions such as known safety hazards, or objectionable noise or odor.

Slide #33
Locating Cost
Effective Leases

	Handout #3: Pass out and review.

C. Locating Cost Effective Leases

4-4

1. Procedures

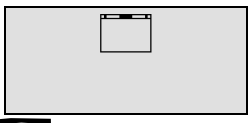
Perform the following procedures to locate the most cost-effective, adequate leased housing units:

Step	Action
1	Look for potential lease properties using rental cost information from apartment complexes, realtors, renters' guides, newspapers, and other sources. **Note**: If an adequate community-based housing unit is located within a member's THA, leased housing is not an option and all efforts to locate a unit for Coast Guard lease must cease.

?	**Question**: Ask the students for some ideas on other sources.

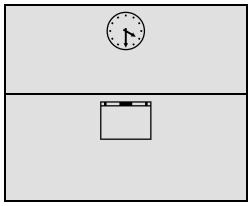
1. Procedures (cont'd)

<table>
<tr><th>Step</th><th>Action</th></tr>
<tr><td>2</td><td>Select a prospective housing unit from the potential lease properties that:
• is the most cost-effective, and
• meets member's housing needs.</td></tr>
<tr><td>3</td><td>Contact the Lessor and make an appointment to see the unit.</td></tr>
<tr><td>4</td><td>Conduct a quick walk-through inspection with the Lessor.
<table>
<tr><th>IF the unit…</th><th>THEN…</th></tr>
<tr><td>appears to meet adequacy standards</td><td>conduct a pre-lease inspection in accordance with Section 3-B of the Leased Housing Procedural Guide and proceed to Step 5.</td></tr>
<tr><td>does not appear to meet adequacy standards or has excessive or unauthorized amenities</td><td>explain to the Lessor why the Coast Guard will not lease the unit and stop.</td></tr>
</table></td></tr>
<tr><td>5</td><td>Determine if unit is adequate.
<table>
<tr><th>IF the unit…</th><th>THEN…</th></tr>
<tr><td>Is adequate</td><td>proceed with lease negotiations with Lessor in accordance with Chapter 4 of the Leased Housing Procedural Guide.</td></tr>
<tr><td>Is not adequate</td><td>explain to the Lessor why the Coast Guard will not lease the unit and stop.</td></tr>
</table></td></tr>
</table>



Slide #34
Application Packages

Chapter 5 – Application Packages



3 Hours

Slide #35
Reviewing a Package

A. Reviewing Application Packages

1. LHOs and HRs Responsibility.

LHOs and HRs shall review application packages for completeness upon receipt, to establish eligibility for and subsequently assign leased housing.

2. When to Apply.

Members should apply for leased housing immediately on notification of PCS orders.

3. Procedures

Step	Action
1	Ensure these documents are included: • *Application for Assignment to Military Housing*, CG-5267 • A copy of PCS orders and, • A copy of current *BAQ Dependency Determination/Verification* Note 1: OUTCONUS locations also may require a dependent entry request as part of the member's housing application package in accordance with the *Personnel Manual*, COMDTINST M1000.6 (series). Note 2: Personnel enrolled in the *Coast Guard Special Needs Program*, COMDTINST 1754.7 (series), with special needs directly tied to housing should contact the LHO or HR for additional instructions.
2	Request further information, if needed, from the member.

B. Bedroom Requirements

	Slide #36 **Bedroom** **Requirements**
	Handout #4: Pass out and review.

1. Family Leased Housing (FLH).

The bedroom requirements for a member with dependents is based on the members family size in accordance with the table provided in handout #4.

2. Unaccompanied Personnel Leased Housing (UPLH):

Eligible members may live only in multiple-occupancy units. Each person must have a separate bedroom. Unless unavailable or not cost-effective, all UPLH leases will be three-bedroom units.

	Slide #37 **Eligibility**

	Handout #5: Pass out and review.

C. Eligibility for the Leased Housing Program

1. FLH

Eligibility for the FLH program takes into account the members pay grade and bedroom requirements utilizing the Universal Eligibility Matrix. In addition, the total housing cost must exceed a member's total housing allowance to qualify for the FLH Program.

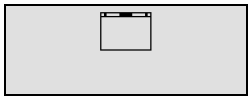
C. Eligibility for the Leased Housing Program (cont'd)

2. UPLH

The tables below provide the eligibility requirements for UPLH.

Members Assigned Ashore
Except for unaccompanied members living in UPH/Barracks, unaccompanied members assigned ashore should primarily live in community-based housing utilizing their housing allowances provided all owned UPH/Barracks are occupied at 98%. MLC may approve individual waivers to assign unaccompanied members assigned ashore on a case by case basis.

Members Assigned Afloat
Unaccompanied members in pay grades E-5 and above should live in community-based housing with their housing allowance if not assigned to UPH/Barracks facilities. E-4's assigned afloat shall have the option to elect to receive their housing allowances and live in community-based housing or be assigned to the UPLH/UPH/Barracks, provided the local UPH/Barracks occupancy rate equals or exceeds 98%. Make UPLH assignments for afloat E-4 and below members only if they cannot be berthed in UPH/Barracks facilities in accordance with Sections 9.B.6 and 9.C.3 of the Housing Manual.



Slide #38

3. Members Married to Members

Members married to members are eligible for FLH provided both are assigned within a one hour round trip commuting distance of a common residence and the total housing cost for the leasing area exceeds their combined total housing allowance. For members not assigned within a one hour round trip commute of a common residence, treat each member as a separate, single individual in determining leased housing eligibility. An AHA may never acquire two family leases for the same family.

C. Eligibility for the Leased Housing Program (cont'd)

4. Transfers

Personnel transferred within a leasing area may continue to occupy their assigned leased quarters provided they still are eligible for the program.

5. Overseas

Accompanied and unaccompanied members assigned overseas and entitled to Overseas Housing Allowance (OHA) are not entitled to leased housing.

6. Restricted Duty

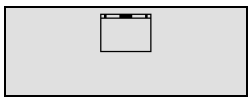
Personnel occupying FLH quarters ordered to restricted duty may continue to occupy leased quarters and their dependents may occupy such quarters for the duration of the restricted duty tour. In addition, an AHA may assign FLH quarters to dependents of any eligible member (E-2 and above) with orders to isolated, dependent-restricted duty provided the member is eligible for FLH where he or she requests assignment.

7. Voluntary Geographic Bachelor

Voluntarily geographic bachelors are not eligible for leased housing and may not occupy it under any circumstances.

8. Involuntary Geographic Bachelor

Assignment of involuntary geographic bachelors to UPLH requires written authorization from Commandant (G-WPM-4) thru the MLC.



Slide #39

9. Previously Utilized Leased Quarters

Do not authorize members who voluntarily move out of leased housing to reenter the Leased Housing Program while they remain assigned to the same leasing area.

10. Refusal to Occupy Owned Quarters

If a prospective occupant refuses to move to available government-owned quarters, they are not eligible for Coast Guard-leased housing for the duration of their PCS tour.

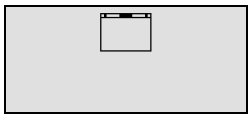
If a Coast Guard-leased quarters occupant refuses to move to available government-owned quarters, immediately provide notice and the assigning authority will terminate the lease in 30 days.

11. Change in Eligibility

In most cases if leased housing occupants become ineligible for leased quarters, allow them to remain until they complete a normal tour, including extensions, as defined in the Personnel Manual. If they are separating or divorcing; see Section 6.D.2.c. Do not allow ineligible members to continue to occupy leased quarters once they complete a tour, as extended, even If reassigned within the same geographic area. Members with hardships may request an individual exemption that must be approved by MLC.

a. **Options**:

- Remain in the leased quarters if authorized an individual hardship exemption.
- Remain in the quarters on a private rental basis.
- Locate other acceptable private quarters.



Slide #40
Waiting List

5-4

D. Waiting List

1. LHO and HR Responsibility.

It is not always possible to immediately provide leased housing to eligible members when needed for many reasons such as budget restrictions, the availability of adequate housing units, and others.

When an arriving member qualifies but for whatever reason cannot be assigned to a leased housing unit, the LHO or HR must establish a leased housing waiting list.

It is the responsibility of the LHO and HR to establish and maintain a leased housing waiting list.

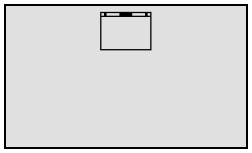
2. Control Date

a. **INCONUS**: Date application received; or, if received more than 35 days before the applicant's estimated arrival date, the 35th day before the estimated arrival date.

b. **OUTCONUS**. As the AHO determines.

2. Procedures.

Place members on the leased housing waiting list in chronological order by control date and assign members to leased housing units from the top.



Slide #41
Replying to Applicants

E. Replying to Applicants

1. Keep the Member Informed

Replying to applicants is one of the last steps to perform when processing housing application packages. A prompt reply stating the status of housing availability allows members to better plan and coordinate their moves.

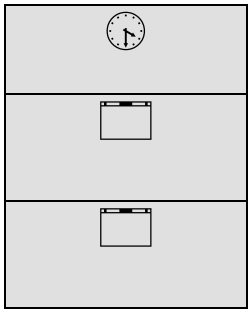
LHOs and HRs are required to reply to applicants within five working days utilizing DD Form 1747, *Status of Housing Availability.*

2. Procedures

Perform the below steps to reply to applicants:

Step	Action
1	Send DD Form 1747 to applicant.
2	Note date mailed on a copy of DD Form 1747 and file together with the application package in a pending lease folder, if member is eligible, or in the housing general files, if member is not eligible.

Chapter 6 – Negotiating a Lease



3 Hours

Slide #42
Negotiating a Lease

Slide #43
Explaining the Lease

A. Explaining the Lease

1. Selling the Lease.

Before you can explain a lease to a potential Lessor you must first get through the door. It's important that you discuss the Coast Guard Leased Housing Program so the Lessor clearly understands the many advantages of establishing a lease with the Coast Guard.

2. Mandatory Direct Deposit.

Direct Deposit rent payments to a Lessor is mandatory. Use the *EFT/ACH Vendor Payment Enrollment Form*, available from the following FINCEN internet web site:

http://www.fincen.uscg.mil/vendor1.htm

An *EFT/ACH Vendor Payment Enrollment Form* can also be obtained from an AHO and may be locally reproduced.

The Lessor's completed *EFT/ACH Vendor Payment Enrollment Form* becomes part of the lease request package submitted to the LHCO in accordance with Section 4-D. Never mail this form to the FINCEN independently of the contract package.

3. Perceived Disadvantages.

It's important that ***you*** fully understand the Coast Guard Leased Housing program so you can remain focused and be prepared to present positive counter-arguments to Lessors' perceived disadvantages of a Coast Guard lease. The table on the next page provides some of the most common questions and a correct response and the Step/Action Chart on the following pages provide guidance for explaining a Lease.

?	**Question**: Ask the students what they consider to be their perceived disadvantages.

	Write Information: Write down the information on a board or chart.

	Handout #6 and #7.: Pass out the handout to the students.

Note	➢ The second part of handout #7 will be discussed in the next section.

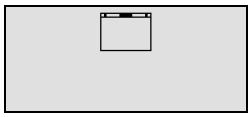
Perceived Disadvantage	Counter-Argument
Coast Guard doesn't pay security deposit.	Not needed because the U.S. Government is self-insured and pays all damages beyond normal wear and tear.
Payment is 30 days in arrears.	By law, the Federal Government can pay for services only after they have been rendered. Small sacrifice for so many advantages.
Five-year lease sticks Lessor with same rent.	Rent is re-negotiated annually.
Lessors can't give 30-day termination notice like the Government.	Due to the nature of Coast Guard service, we must relocate members more often than we would like. The 30-day notice allows the Lessor to put the property back on the market. The Coast Guard makes every effort to place another eligible family in the leased unit.
Lessor pays utilities.	Military compensation laws do not allow members in leased housing units to receive a portion of their housing allowance for utility costs. Additionally, utility costs may be renegotiated and adjusted and one-time utility reimbursements may be authorized so Lessor does not pay out-of-pocket costs.
No separate tenant-landlord agreements allowed.	The Coast Guard lease, the General Provisions, and the Condition Inspection Report forms are the only binding agreements between the Coast Guard and the Lessor.
Lessors can't pick tenants.	The Coast Guard will place any members in leased units, if eligible. Lease contract section 2.c. and the General Provisions specifically state the Lessor will not discriminate against any Coast Guard member.
Lessor pays for smoke detectors.	The Coast Guard is required to lease only units outfitted with hard-wired smoke detectors with battery back-up. They are inexpensive to purchase and install, may result in reduced insurance premiums, and may be tax deductible. They protect the unit and occupants at a very low cost.
Rent paid by Direct Deposit.	The Coast Guard pays by Direct Deposit so Lessor doesn't wait for check to arrive each month. Furthermore, money generally is received more efficiently; if not received for any reason, can promptly be traced and replaced, if necessary.

A. Explaining the Lease (cont'd)

Procedures. Perform these steps to explain the lease to the Lessor.

Step	Action
1	Provide blank copies of the following forms and review with potential Lessor: ❑ CG-5571, United States Coast Guard Residential Lease ❑ CG-5571A, United States Coast Guard Residential Lease General Provisions ❑ Condition Inspection Report
2	Emphasize these advantages of a Coast Guard lease: ❑ Guaranteed monthly rent Direct-Deposited into bank account ❑ Government pays for damage beyond normal wear and tear ❑ Lease is effective for up to five years ❑ Contract renewal clause expedites renewal process ❑ Rental rate can be renegotiated annually ❑ Under-estimated utility costs can be adjusted and/or one-time utility reimbursement may be authorized. ❑ Excellent, responsible CG tenants will live in the unit. ❑ Coast Guard will periodically inspect to ensure the unit remains in good condition
3	Answer all Lessor's questions and, if necessary, contact the LHO or AHO, as appropriate, for help with questions.

B. Negotiating Rent



Slide #44
Negotiating Rent

1. Responsibility.

Negotiate cost-effective rental payments with Lessors while staying within established funding limits. Remember, careful, effective rental cost negotiation is essential for the Coast Guard to obtain cost-effective leased housing units and is critical to the Leased Housing Program's overall success.

2. Local Rental Cost.

Before beginning negotiating rent with Lessors, obtain the cost for similar local units in accordance with Section 1-C of the Coast Guard Lease Housing Procedural Guide.

3. Procedures.

Perform the following steps to negotiate cost-effective rent and utilities payments:

Step	Action
1	Obtain past utility costs (except telephone and cable television) for the unit from the Lessor or utility companies to determine a monthly average.
2	Obtain the lowest possible rental cost from Lessor. **Note**: Don't suggest the rental amount, the Lessor should request or reveal funding level restrictions.
3	Either accept or reject Lessor's offer. **IF Lessor's offer is…** / **THEN…** Accepted / Proceed with lease unit information-by filling out the Lease Unit Information Worksheet. Not accepted / Explain reason(s) you cannot accept the unit. Note: Do not reveal AHO cost limitations or other Lessors' rental amounts.

Slide #45
Lease Info Worksheet

6-3

C. Completing a Lease Unit Information Worksheet

1. Responsibility.

A Lease Unit Information Worksheet is required to capture mandatory information to expedite the lease contracting process.

2. Minimum contents.

At a minimum, a Lease Unit Information Worksheet should contain:

- A requirement to complete necessary HMIS data entries
- "No Government-owned quarters are available at this time" statement
- LHO or HR signature block

Note: *Lease Unit Information Worksheets are mandatory. The LHO or HR must complete and sign the statement above about of Government-owned quarters' non-availability. The LHO or HR sends it as part of the lease request package submitted in accordance with Section 4-D of the CG Leased Housing Procedural Guide.*

3. Procedures.

Perform these following steps when completing a Lease Unit Information Worksheet:

Step	Action
1	Completely fill out the worksheet (self-explanatory).
2	Distribute as follows: • Original to LHCO with lease request package. • File copy in LHO/HR lease folder.

C. Completing a Lease Unit Information Worksheet (cont'd)

4. Sample Worksheet.

A Leased Unit Information Worksheet is located in Appendix A, Handout #8.

	Handout #8.: Pass out the handout to the students and discuss.

6-4

D. Submitting a Lease Request Package

Slide #46
Submitting a Package

1. Responsibility.

The LHO or HR is required to submit a completed lease package to the LHCO. The LHCO is the only person who can complete and approve a lease contract in accordance with Section 5-A of the Coast Guard Leased Housing Procedural Guide.

> **Note 1**: *A Coast Guard lease is not final until the LHCO approves and signs the lease contract*.
>
> **Note 2**: *Never allow prospective tenants to move into a leased housing unit before the LHCO approves and signs a lease contract*.

D. Submitting a Lease Request Package

2. Supporting Documents.

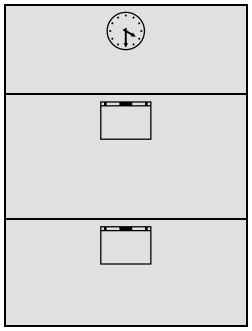
Use this table to determine required supporting documentation for the lease package:

IF owner is…	AND…	THEN submit copy of…
Private	Acting on own behalf	• Property deed
	Real estate agent will manage property	• Property deed • Management agreement
Apartment complex, company, or corporation	Operating with same name as owners with apartment manager	• Letter of signature authority
	A hired management company will be "doing business as" the name of the complex	• Letter of signature authority • Management agreement

	Exercises #2-5: Pass out the exercises.

Note	➢ Prior to starting this exercise, discuss some of the important ideas from this chapter. ➢ Have the students split up into groups. Have each group work on a separate scenario and as a group the will present to class. ➢ One person in the group needs to be the CG representative and the other a lessor.

Chapter 7 – Management



3 Hours

Slide #47
Management

Slide #48
Lease Folders

A. Creating and Maintaining Lease Folders

1. Responsibility.

Creating and maintaining leased housing folders properly is essential to successfully managing the Leased Housing Program. Lease folders organize documents systematically and make them easily retrievable. Both the AHO and LHO/HR are required to maintain lease folders for each leased housing unit. All lease files shall be maintained in a secure locked location not accessible to the public due to the sensitive nature. Any request for information contained in a leased folder shall be referred to the Freedom of Information Act (FOIA) Officer.

2. Folder Retention and Dissemination.

   a. **AHO**: Retain folders for six years after the lease cancellation date, then destroy

   b. **LHO**: Retain folders a maximum of one year after the lease cancellation date; then send to AHO.

   b. **HR**: Send folders to LHO on lease cancellation if it is anticipated the lease will not be needed.

3. Folder Contents.

At a minimum, lease folders will contain the following documentation:

a. **AHO Lease Folders**.

- Original contract, general provisions, and condition inspection report
- Original contract modifications
- Original lease unit information worksheet
- Original "No Government-owned quarters are available at this time" statement signed by the LHO
- Statement of funds availability
- Original of all inspection reports
- Copy of application package

b. **LHO/HR Lease Folders**.

- Copy of contract, general provisions, and condition inspection report
- Copy of contract modifications
- Copy of lease unit information worksheet
- Copy of all inspection reports
- Original application package
- Original signed receipt for tenant occupancy instruction

4. Retention of Additional Information.

Lease folders should also contain copies of correspondence about the lease, e.g., Lessor and tenant disputes, exemptions, property alterations, etc.

Slide #49
Inspections

B. Inspections

1.Requirements**.**

LHOs and HRs are required to schedule and conduct inspections of all Coast Guard owned and leased quarters. Quality inspections help reduce vacancy days and future maintenance cost. Pre-inspections and periodic inspections of Government-leased quarters are important:

- to maintain quarters in sound condition for Coast Guard members,
- to minimize damage by checking for structural flaws,
- to monitor proper maintenance so quarters are clean and adequate for occupancy,
- to ensure the quarters and their immediate surroundings do not contain unsafe conditions.

2. Inspection Types.

The following table provides a description of required leased housing inspections.

Type	Description
Pre-Lease Condition Inspection	**A Pre-Lease condition inspection ensures the prospective quarters meet minimum adequacy standards, are safe, and in good condition. It should consist of a thorough walk-through of the unit, common areas, grounds, and surroundings and be very detailed. Pre-Lease condition inspections become part of the lease contract.**

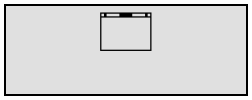
B. Inspection Types. (cont'd)

Type	
Check-In	The Coast Guard member and inspector are responsible to properly identify and record the quarters' actual condition at check-in on the inspection report. Note even the slightest discrepancy (e.g., a cut on a countertop) on the check-in form because subsequently the member may be held liable. Allow tenants 10 working days from the check-in inspection date to submit a written list of supplemental discrepancies to the LHO or HR.
Annual	Annual inspections help to minimize damages and are used to check structural integrity, monitor proper maintenance, and ensure quarters' cleanliness.
Pre-Termination	Pre-Termination inspections are performed to brief members on their responsibilities to clean quarters before the final check-out inspection. In addition, the inspector will check for damage beyond normal wear and tear. This inspection usually is conducted while the occupant's furniture is still in the unit at least 30 days before occupancy terminates.
Check-Out	A check-out inspection, also called a final inspection, must be completed not later than the lease termination date or the current tenant's final day of occupation. All discrepancies noted at pre-termination inspection should have been corrected and quarters should be clean and ready for the next occupants. All personal furniture and items must be removed from quarters before inspection. The Coast Guard member may elect to pay the Lessor for minor damage found during final inspection. Payment must be made before the final inspection report is signed.
For Cause	If abuse, unsanitary, or unsafe conditions exist, an inspection for cause is conducted. As a general rule, the member and Lessor are present and a representative from the member's command should always attend. An inspection for cause also may include complaints against the Lessor and may document a Lessor's non-compliance with lease contract terms.

B. Inspections (cont'd)

3. Re-inspections.

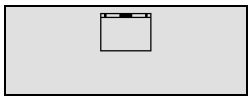
Re-inspections are performed if damage beyond normal wear and tear is found or if unsafe or unsanitary conditions exist. Tenants (or the Lessor) should be allowed 10 working days from the date the discrepancies were found to complete required repairs.



Slide #50

4. Conducting Inspections.

- Conduct inspections in a courteous consistent manner.
- Inspections shall be conducted without regard to rank or rate of the occupant.
- Members must turn over leased quarters and immediate premises in a clean, orderly condition suitable for immediate reassignment.
- Members who utilize a commercial company or hire a friend to clean the quarters are still responsible for the quarters if left in an unsatisfactory condition.
- The housing authority may refer charges to the vacating member for cleaning and/or damages, unless they propose a satisfactory solution. In addition to charges for damages, charges for cleaning quarters may be deducted from members' pay.
- Give the occupant the opportunity to fix a discrepancy.



Slide #51

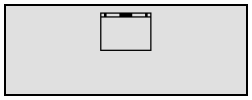
B. Inspections (cont'd)

5. Scheduling Inspections and Required Participants.

Schedule inspections as far in advance as possible and ensure required participants are present. Consolidate different types of inspections to limit intrusions. Avoid scheduling inspections on Fridays, especially check-out inspections. Use the Table below to discuss required participants for leased housing inspections.

Type	Required Participants
Pre-Lease	• LHO or HR • Lessor or agent • Potential Occupant(s), if available
Check-In	• Inspector • Potential occupant(s) • Lessor or agent
Annual	• Inspector • Occupant(s)
Pre-Termination	• Inspector • Occupant(s) • Lessor or agent
Check-Out	• Inspector • Occupant(s) • Lessor or agent
For Cause	• LHO or HR • Command representative
Re-inspection	• Inspector • Occupant(s)

B. Inspections (cont'd)



Slide #52

6. Documenting Unit's Condition.

Thoroughly and accurately documenting the unit's condition on an inspection report provides the means to hold an occupant accountable for damage beyond normal wear and tear and protect the occupant and Government against a Lessor's false claim of damage.

Inspectors should be as thorough as possible to accurately record the condition of the unit. When documenting the property condition, avoid general statements such as "satisfactory", "looks good", or "OK." Be as specific as possible.

Equally important is having the required participants sign the report to show all parties agree about the quarters' true condition on a given date.

7. Inspection Reports.

a. **Pre-Lease Condition**. Generally, there are two types of inspection reports. The Pre-Lease Condition Inspection Report, which is very comprehensive and at a minimum should contain the following:

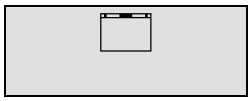
- columns to rate condition of each room and item
- space to mark items' type and age, e.g., floor coverings, appliances, etc.
- remarks pages to note discrepancies
- spaces to inventory appliances
- page numbers on each page, (e.g., Page 1 of 18)
- place to note inspection date
- signature blocks for required inspection participants (LHO/HR and Lessor).

7. Inspection Reports. (cont'd)

b. **Other Inspections**. The other inspection report, usually no more than two or three pages, is used for all inspections except for Pre-Lease inspections. A new report should be prepared for each type of inspection. This inspection report should, at a minimum, contain:

- signature blocks for required inspection participants
- a place to note inspection type, date, occupant's name, and lease number
- a column to note discrepancies
- page number on each page, e.g., Page 1 of 3

Note: *Prepare reports in writing with* ***blue ink***.



Slide #53

8. Procedures for Inspecting Quarters.

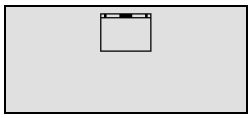
Review the following steps when inspecting leases quarters. Remember, ***HMIS data entries are required for all inspections***.

Step	Action
1	Determine inspection type needed.
2	Schedule and notify participants in writing.
3	Perform inspection and record on appropriate inspection report.
4	Obtain required inspection participants' signatures on the inspection report.
5	Follow up on discrepancies noted and re-inspect as necessary.
6	Distribute reports as follows: • Original to AHO • Copies to LHO or HR and all required participants

B. <u>Inspections</u> (cont'd)

9. <u>Discovering Damage</u>.

Damages are usually discovered during regularly scheduled inspections. Hold members responsible for the care of their assigned quarters. The old adage "If you break it, you buy it" applies. Damages resulting from abuse or negligence require members to repair, replace, or pay the Lessor for the damaged items. Processing damage claims will be explained in detail later during this course.



Slide #54
Occupying Quarters

C. Occupying Quarters

1. <u>Responsibility</u>.

Of all the procedures involved in leased housing, occupancy is of the most importance. Assign members to leased housing only after locating an adequate housing unit and the LHCO has approved and signed the lease contract. Under no circumstances is assignment to the unit allowed before conducting a check-in inspection.

2. <u>Length of Occupancy</u>.

Occupancy of assigned leased housing normally is allowed for the duration of the member's tour. However, extenuating circumstances, such as the availability of Government-owned housing, changes to eligibility status, budget reductions, misconduct, excessive utility consumption, etc., could necessitate early termination.

3. <u>Tenant Occupancy Instruction</u>.

Tenant Occupancy Instructions provide necessary critical leased housing information. It is required that you provide all members a copy of the instructions at check-in and the member must sign a receipt that they received the instruction. At a minimum, Tenant Occupancy Instructions must contain:

- A signature block to acknowledge receipt
- A statement the tenant has read and will comply with the Tenant Occupancy Instruction

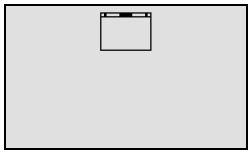
3. Tenant Occupancy Instruction. (cont'd)

- A prohibition against using the premises for illegal purposes
- A prohibition against storing anything constituting a fire hazard in or on the premises
- The tenants must restore quarters to their initial leased condition, less wear and tear, on vacating
- The tenant(s) shall be held personally liable for property loss or damage caused by property negligence or abuse
- Tenants are required to provide a 45 day notice prior to vacating
- Utility conservation information
- Pet policy and liability understanding
- Requirement to abide by the Lessor's or complex's rules and regulations
- Visitation policy
- Quarters modification policy
- Inspection information
- In-home child care policy
- Weapons policy
- Subletting policy
- Recommendation to obtain renter's insurance
- A prohibition against separate Tenant/Lessor agreements

4. Procedures.

Review the following steps when assigning a member to government leased quarters.

Step	Action
1	Notify members in writing of assignment to leased quarters; give location and check-in date and time.
2	Perform check-in inspection with required participants. Note: Under no circumstances is assignment to quarters or issuance of keys allowed before conducting a check-in inspection.
3	Issue keys.
4	Provide tenant(s) with Tenant Occupancy Instructions and obtain signed receipt.
5	Notify member's servicing PERSRU within 48 hours to stop BAH effective on their check-in date.



Slide #55
Utility Usage

D. Monitoring Utility Usage

1. Responsibility.

   a. **LHO's and HRs**. You are responsible for monitoring leased housing occupants' utility usage and curb excessive use

   b. **Lessor**. The Lessor is responsible for monitoring utility consumption in accordance with Clause 5.f of the lease contract. However, the Coast Guard must also monitor utility consumption to curb abuse and conserve limited leased housing funds.

E. Monitoring Utility Usage (cont'd)

2. Energy Conservation.

Although the Coast Guard pays utility costs, members are responsible for energy conservation. Members whose previous occupancy of quarters was terminated due to energy abuse are no longer eligible for leased quarters in that same leasing area during the remainder of their PCS tour.

3. Paying utility Costs.

The Coast Guard pays utility costs for leased housing units directly to Lessors as part of the negotiated rental amount. Members may not pay these costs themselves.

4. Utility payment Adjustment

Leased Contract Clauses 5.f. and 5.g. allow utility payment adjustments. Requests must be in writing from the Lessor to the LHO with supporting documentation. Follow lease modification procedures to adjust utility payments.

5. Procedures.

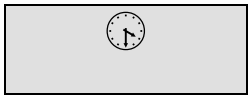
Review the following steps located on the next page to monitor utility usage.

5. Procedures. (cont')

Step	Action
1	**Establish utility consumption levels based on knowledge and experience. Most utility companies will provide recommended cost information for various home sizes.**
2	Periodically obtain utility cost information for leased housing units from servicing utility companies.
3	Review utility cost information and identify units with excessive utility use.
4	Write member notifying him or her of excessive utility consumption and warning of possible occupancy termination if abuse continues. **IF excessive utility usage…** / THEN… Ceases / Stop. Continues / Continue to Step 5.
5	Notify the member in writing that they are being evicted from quarters. **Note**. *At the AHO's discretion, before initiating occupancy termination, the LHO or HR may write a second notification letter warning the member of possible occupancy termination if abuse continues.*

	Handout #9: Distribute handout and discuss letters.
	Slide #56 **Termination Process**

Chapter 8 – Termination Process



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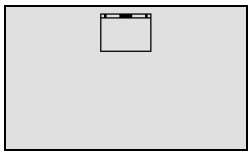


Slide #57
Terminating Occupancy

A. Terminating Occupancy

Terminate occupancy of leased quarters when the member requests, as soon as possible thereafter, or when other circumstances warrant. Terminating occupancy of a leased unit is done for many reasons, most often they are:

- PCS transfer
- Separation
- Eviction
- Member's convenience
- Untenable conditions

1. Intent to Vacate.

The member must give a written notice of intent to vacate leased quarters to the LHO or HR at least 45 days in advance. Except for emergencies or short-notice PCS orders, hold member responsible for meeting this requirement.

2. Inspections.

Perform pre-termination and check-out inspections in accordance with the Coast Guard Leased Housing Procedural Guide.

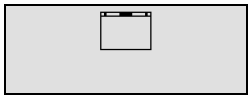
3. Evictions.

If a member does not comply with leased housing regulations, the LHO should send him or her a notice of housing complaint. If eviction becomes necessary, consultations and eviction notices must be documented.

A. **Terminating Occupancy** (cont'd)

4. Voluntary Occupancy Termination.

When the member notifies the LHO or HR he or she voluntarily chooses to move out of leased housing, the LHO or HR should counsel member in writing on ineligibility for leased housing until reassignment to a new leasing area.



Slide #58

6. Government-Funded Local Moves.

Government-funded local moves are authorized when the Government directs a member to move, (e.g., evicted, lease contract terminates, mandatory assignment to Government-owned housing).

Note 1: *Contact the LHCO for additional guidance*.

Note 2: *Obtain approval for a local do-it-yourself (DITY) move from the Transportation Officer before the move.*

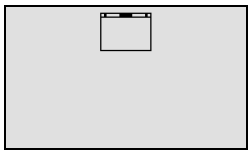
7. BAH Re-instatement.

The check-out inspection must be completed successfully before the member's BAH can be re-instated. On successfully completing the check-out inspection, the LHO or HR notifies the member's servicing PERSRU of occupancy termination.

8. Procedures.

Discuss the below steps to terminate occupancy of leased quarters:

Step	Procedure
1	Schedule pre-termination and check-out inspections after receiving member's termination notice.
2	Conduct pre-termination and check-out inspections.
3	Terminate assignment and receive keys from member(s) after successful completion of the check-out inspection.
4	Send PERSRU termination notice for BAH reinstatement within 48 hours.
5	Begin lease contract termination process if unit is no longer needed.



Slide #59
Terminating Lease Contract

B. Terminating Lease Contracts

1. Responsibility.

Promptly terminate lease contracts for housing units in these circumstances:

- there is no further requirement for the unit
- no prospective occupant is available within 10 days of vacancy (10 or fewer days is the normal, accepted time frame for unit to remain vacant)
- the Lessor fails to abide by contract terms
- the unit has become too expensive or no longer meets minimum adequacy standards

2. Notice to Lessor.

Give a Lessor at least 30 days' notice before canceling a lease to comply with contract Clause. If the Lessor waives this requirement in writing prepare the appropriate termination modification. All modifications are prepared in HMIS.

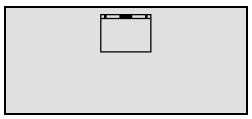
3. Termination Modification.

Terminating a lease contract is a modification only an LHCO can complete. Use a Modification of Contract, CG-5571B, for this change.

4. Rescinding Termination Process.

If lease termination procedures have begun but the LHO or HR determines the leased unit is needed before the effective termination date, a lease termination may be rescinded if the Lessor so consents in writing. Discuss below information.

IF Lessor…	THEN…
Provides written consent	Immediately notify FINCEN by E-mail and prepare lease modification to rescind termination. **Note**: Attach a copy of Lessor's written consent to the modification.
Does not consent in writing	The lease termination process continues and another leased unit must be located.



Slide #60
Damages

C. Damages

1. Prevention.

Inspections minimize damages. Check for structural damage, monitor quarters' proper maintenance, ensure quarters are clean and adequate for occupancy, curb excessive utility consumption by identifying malfunctioning equipment or wasteful energy practices, and ensure both occupant and owner are aware of their responsibilities under the lease.

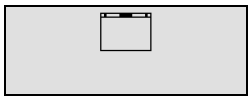
2. Liability for Loss or Damage.

Abuse or negligence of government housing ***will not be tolerated***. The Coast Guard requires members found responsible for damaging leased quarters to pay full restitution under 10 USC 2775 provisions, which give the Coast Guard authority to deduct from members' pay housing repair or replacement costs resulting from their abuse or negligence or housing unit cleaning costs necessitated upon termination of quarters.

C. Damages (cont'd)

3. Determination of Liability.

The occupant or Coast Guard can be found liable for all, some, or none of the damage. The occupant is liable for damage to a leased housing unit if the damage was caused by his or her abuse or negligence, or by that of the occupant's family, guests, or pets. Neither the Coast Guard nor the occupant is liable for damage caused by normal wear and tear. If the LHCO cannot determine which occupant of an Unaccompanied Personnel Leased Housing (UPLH) unit is liable, the LHCO should hold all assigned occupants solely liable for damage in each of their bedrooms and jointly liable for damage to common areas.



Slide #61

4. Normal Wear and Tear:

Normal wear and tear is damage caused by reasonable use of the housing unit. Some examples are:

- Six-year old carpet has noticeable path leading to doorway of room
- Small nail holes in walls that can be filled and painted

5. Abuse.

Abuse is any intentional or unintentional act or failure to act a reasonable person would expect to result in damage to a housing unit. Some examples are:

- Having a pet when Lessor does not allow pets
- Holes in walls or doors caused by punching or kicking

6. Negligence:

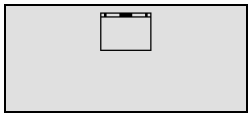
Negligence is any intentional or unintentional act or failure to act a reasonable person would expect to result in damage to a housing unit. Some examples are:

- Notices a leak in the bathroom but fails to report it to a lessor resulting in extensive damage to the sub-flooring
- Occupant is aware of roof leakage but does not report it to the lessor resulting in extensive roof and attic repairs.

C. Damages (cont'd)

7. Depreciation.

Offers made to Lessor for damaged items must be based on the items' depreciated value. The LHCO will compute the depreciated value of all damages using a depreciation schedule contained in guides such as the *Marshall and Swift Home Repair and Remodel Cost Guide*.



Slide #62
Damage Claims

D. Damage Claims

1. Authorization to Negotiate Claims.

The LHCO is the only person authorized to negotiate formal damage claim settlements with Lessors. The LHCO is a member of the AHO staff. The LHCO ultimately determines the cause of the damage and member's liability.

2. Receipt of Damage Claim From Lessor.

Lessors make formal damage claims in writing and submit them to the Leased Housing Contracting Officer (LHCO) in accordance with Residential Lease General Provisions. The damage claim must be submitted within sixty calendar days of lease termination or change of occupancy. Forward all claims to the LHCO immediately upon receipt.

3. Time Limit.

The LHCO is required to offer a settlement within 60 days of receiving a properly submitted, complete damage claim.

4. Investigating Damage Claims.

When an LHCO receives a valid claim, he or she requests the responsible Local Housing Authority (LHA) to assign an Investigating Officer (IO) to investigate it. The IO should complete the investigation within 15 days because the LHCO has a time limit within which to offer a settlement.

D. Damage Claims (cont'd)

5. Settlement.

The LHCO will notify the Lessor by letter of a settlement offer, if the Lessor does not accept the settlement offer and submits additional documentation justifying the amount claimed, the LHCO reconsiders the settlement offer and sends the Lessor a final decision letter making a final offer.

6. Paying the Damage Claim.

On receiving the signed payment voucher from the Lessor, the AHO will send a payment Memorandum to the FINCEN for the settlement amount.

7. Recouping Money from the Member.

It is absolutely necessary to hold members accountable for the consequences of their actions. Members held wholly or partly liable for damages to leased housing units owe a debt to the U.S. Government they must fully repay. The LHCO will deal directly with the member.

	Handout #10 and 11. Pass out to the students before continuing.

8. Flow Chart.

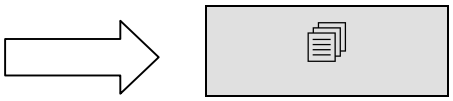
Discuss the procedural flow chart and check list for processing formal damage claims, Appendix A.

	Exercise #6: Pass out the exercises.

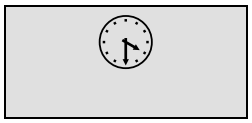
Note	➢ At this time you have reached the end of the student workbook. Continue with the Additional Instruction.

Additional Instructions

I. Test



Test: Distribute test, Appendix C.



60 Minutes

Note

- They may not talk to other students.
- Correct students test as they finish. All students must get 100%.
- If student has an incorrect answer then have them discuss with you, go back and correct until accurate

II. Certificate:

Note

- Pass out the certificates, copy is located in Appendix C.

III. Conclusion:

Course Critique: Distribute to the students and ask that they complete before they depart, Appendix C. Trainer sends copies to MLC(p) and G-WPM-4.

Note	➢ Thank the students for their attention and participation. ➢ Hand out business card so students can contact you in the future is they have questions or comments concerning the course. ➢ Ask for assistance to help clean up before they depart.

End Instruction

Appendix A

Handout #1 - Definitions

Administrative Cost Ceiling: The monthly dollar limit set by Commandant (G-WPM-4) as the maximum amount that may be authorized by MLC to be expended on individual leased quarters during any month, including the cost of utilities. This is equal to 120 percent of the BAH-derived housing cost for a particular area. To exceed the Administrative Cost Ceiling, waivers must be submitted to Commandant (G-WPM-4) via the MLC.

Area Housing Authority (AHA): Integrated Support Commands or large Headquarters units designated by Commandant (G-WP) to manage the Leased Housing Program for all leasing areas under their cognizance.

BAH-derived Housing Matrix: This is the maximum annual cost ceiling which the AHO may expend for a lease (including utilities) within their area of responsibility. Use of the BAH derived Housing Matrix remains mandatory for both accompanied and unaccompanied members. Costs which may exceed the matrix must first be approved by MLC. When leases are retained or renewed, their cost may not exceed the matrix.

Exemptions:

- **Blanket**. A waiver from leased housing acquisition, eligibility, or assignment policy that includes all leases or a specific type of lease in a specific geographic area.

- **Individual**. A waiver from leased housing acquisition, eligibility, or assignment policy that involves only one lease or member

Family Leased Housing (FLH): The Leased Housing Program that applies to members whose dependents accompany them to the new duty station.

Involuntary Geographic Bachelor: Permanent party personnel with dependents under PCS orders ashore, which are not entitled to dependents' travel and household goods' transportation to the new PDS, including personnel assigned unaccompanied tours.

Leased Housing Contracting Officer (LHCO): Contracting Officers authorized to sign Coast Guard Residential Lease contracts. This will be a member of the Area Housing Office Staff.

Leased Quarters: Privately owned dwelling as a single house or part of a multiple-unit building leased by the Coast Guard for use as public quarters.

Leasing Area: A geographical area in which the Commandant has authorized the Leased Housing Program.

Local Housing Authority (LHA): The commanding officer of a unit that the Area Housing Authority has designated to manage the Leased Housing Program in a leasing area.

Maximum Funding Level: The total funds available to each AHA for leases throughout the fiscal year. The AHA will receive their annual budget from Commandant (G-WPM-4) through MLC.

National Median Housing Cost (NMHC): The median of all rental costs data collected nationwide by DOD for each pay grade. Separate national median housing costs are determined for each pay grade at with dependents and without dependents rate. Commandant (G-WPM-4) publishes the NMHC annually.

Occupant: The person(s) the Coast Guard assigns to Coast Guard-leased quarters who forfeits all government housing allowances.

Rental Partnership Program: An agreement between military base commanders and privately owned housing complexes to provide affordable, adequate community-based housing to military members. Depending on the agreement, security deposits, application fees, and credit checks usually are waived and rental costs reduced, generally at or below established BAH rates.

Total Housing Allowance (THA): The total of a member's housing allowance (BAH) plus out of pocket expenses the member is expected to absorb.

Unaccompanied Personnel Leased Housing (UPLH): The Leased Housing Program applicable to personnel assigned afloat and ashore who do not have dependents.

Universal Eligibility Matrix: Annual matrix derived by Commandant (G-WPM-4) which establishes eligibility for the leased housing program based on pay grade (with and without dependents) and bedroom requirements.

Voluntary Geographic Bachelor: Permanent party personnel with no co-located dependents assigned an accompanied tour and entitled to dependent travel and household goods transportation to PDS area. Also includes separated, members assigned overseas who return dependents early, and voluntary or involuntary separated members without a court-order agreement.

CONDITION INSPECTION REPORT

LEASE NUMBER_____
DATE OF INSPECTION _____ DATE OF POSSESSION _____
LOCAL HOUSING AUTHORITY _____

ADDRESS OF PROPERTY: _____

_____

AGE OF UNIT: ____ Total Bedrooms: ____ Total Baths: ____ Total Rooms: ____ Sq. Ft.: _____

DESCRIPTION:
- ☐ Detached, One-Story House
- ☐ Semi-detached, One-Story House
- ☐ Attached, One-Story House
- ☐ Detached, Two-Story House
- ☐ Attached, Two-Story House
- ☐ Apartment, Two or More Stories
- ☐ Semi-detached, Two-Story House

CONDITION OF LEASED PREMISES

1. The general condition and state of repair of the premises listed below should be noted as follows:

New	=	Not previously used
Good	=	Of high quality with little or no wear (indicate any marks, etc.)
Fair	=	Moderately good quality (indicate discrepancies in remarks)
Poor	=	Inadequate, inferior
N/A	=	Does not apply

2. Use "REMARKS" to list all exceptions, details and identify decorative work to reflect a true description of the property (i.e. patch on the wall, stains in the carpet, scratches on counter top.)

3. Deficiencies noted on the Condition Inspection Report are for the protection of the U.S. Government. and military occupant. These discrepancies are considered to be preexisting and in no way render the premises unsuitable for occupancy.

4. This inspection report consists of _____ pages, including this page, and represents an accurate description of the property herein described.

CERTIFICATE OF ACCEPTANCE OF INSPECTION

Print Name	Signature of Lessor	Date
Print Name	Signature of Government Representative	Date
Print Name	Signature of Assigned Occupant (If Present)	Date

PAGE_____OF_____

KITCHEN

NOTE IN REMARKS: Details, Discrepancies and Exceptions. Check blocks or insert quantity as they apply. If "OTHER" is checked explain in "REMARKS" section with corresponding number of the item.

		NEW	GOOD	FAIR	POOR	N/A
1. FLOOR COVERING	☐ Wood ☐ Carpet ☐ Tile ☐ Vinyl ☐ Other Color: _____ Age: _____ Yr_____ Months _____					
2. BASEBOARD	☐ Wood ☐ Tile ☐ Vinyl ☐ Other FINISH: ☐ Paint ☐ Stain ☐ Other					
3. WALLS	☐ Sheetrock ☐ Brick ☐ Cement ☐ Paneling ☐ Other FINISH: ☐ Paint ☐ Stucco ☐ Plaster ☐ Wallpaper					
4. CEILING	☐ Paint ☐ Stucco ☐ Plaster ☐ Blown ☐ Hanging ☐ Sculptured ☐ Acoustic Tile ☐ Open Beam ☐ Other					
5. TRIM	☐ Chair Rail ☐ Crown ☐ ¾ Round ☐ Wood ☐ Other					
6. WINDOWS	☐ Thermal ☐ Double Hung ☐ Casement ☐ Picture ☐ Bay ☐ Single Pane ☐ Storm ☐ Other ☐ Security Bars ---------- LOCK: ☐ Working ☐ Not Working ---------- SCREEN: ☐ Aluminum ☐ Nylon ☐ Other					
7. DOORS	☐ Wood ☐ Hallow ☐ Louver ☐ Metal ☐ Solid ☐ Sliding Glass ☐ Other ---------- DOOR STOP: Type:_____ ---------- THRESHOLD: ☐ Metal ☐ Wood ☐ Marble ☐ Other					
8. CLOSET	# of Closets _____ ☐ Rod SHELVES: ☐ Wood ☐ Metal #_____ ☐ Other					
9. LIGHT FIXTURES	☐ Incandescent ☐ Flourescent ☐ Ceiling Mount ☐ Wall Mount ☐ Track ☐ Recessed ☐ Other					
10. COVER PLATES	☐ Metal ☐ Plastic ☐ Other					
11. HEAT/AIR VENT	☐ Floor ☐ Ceiling ☐ Wall ☐ Radiator ☐ Baseboard					

REMARKS:_____

_____

_____

PAGE_____OF____

KITCHEN - Pg.2

NOTE IN REMARKS: Details, Discrepancies and Exceptions. Check blocks or insert quantity as they apply. If "OTHER" is checked explain in "REMARKS" section with corresponding number of the item.

		NEW	GOOD	FAIR	POOR	N/A
12. SINK	☐ Single ☐ Double ☐ Porcelain ☐ Fiberglass ☐ Stainless Steel ☐ Sprayer ☐ Rubber Plug ☐ Strainer Plug ☐ Other GARBAGE DISPOSAL: ☐ Working ☐ Not Working ☐ Drain Plug ☐ Unclogging Tool					
13. STOVE	☐ Electric ☐ Gas ☐ Drip Pans ☐ Grill Make: _____Age: _____# Burners:_____ RANGE HOOD: ☐ Exhaust Fan ☐ Filter ☐ Light ☐ Light Cover BROILER PAN: ☐ Enamel ☐ Aluminum ☐ Stainless Steel ☐ Other					
14. REFRIGERATOR	☐ Standard ☐ Side by Side ☐ Frost Free ☐ Ice Maker ☐ Water/Ice Dispenser Make: _____ Age _____ ICE TRAYS: # _____ ☐ Plastic ☐ Metal BUTTER DISH: # _____ ☐ Plastic ☐ Ceramic ☐ Glass					
15. MICROWAVE	☐ Built in ☐ Portables Make: _____Model: _____Age: _____Watts:_____					
16. DISHWASHER	☐ Built in ☐ Portables Make: _____Model: _____Age: _____					
17. TRASH COMPACT.	☐ Built in Make: _____ Model _____ Age _____					
18. CABINETS	☐ Wood ☐ Laminate ☐ Pressed Wood ☐ Metal ☐ Stained ☐ Drawers ☐ Other COUNTER TOP: ☐ Formica ☐ Corian ☐ Tile ☐ Butcher Block ☐ Other					

REMARKS:_____

PAGE_____OF_____

BATHROOM

NOTE IN REMARKS: ☐ **Upstairs** ☐ **Downstairs** ☐ **Full** ☐ **Half**

Details, Discrepancies and Exceptions. Check blocks or insert quantity as they apply. If "OTHER" is checked explain in "REMARKS" section with corresponding number of the item.

		NEW	GOOD	FAIR	POOR	N/A
1. FLOOR COVERING	☐ Wood ☐ Carpet ☐ Tile ☐ Vinyl ☐ Other Color: _____ Age: _____ Yr_____ Months _____					
2. BASEBOARD	☐ Wood ☐ Tile ☐ Vinyl ☐ Other FINISH: ☐ Paint ☐ Stain ☐ Other					
3. WALLS	☐ Sheetrock ☐ Brick ☐ Cement ☐ Paneling ☐ Other FINISH: ☐ Paint ☐ Stain ☐ Stucco ☐ Plaster ☐ Other					
4. CEILING	☐ Paint ☐ Stucco ☐ Plaster ☐ Blown ☐ Hanging ☐ Sculptured ☐ Acoustic Tile ☐ Open Beam Other					
5. TRIM	☐ Chair Rail ☐ Crown ☐ ¾ Round ☐ Wood ☐ Other					
6. WINDOWS	☐ Thermal ☐ Double Hung ☐ Casement ☐ Picture ☐ Bay ☐ Single Pane ☐ Storm ☐ Other ☐ Security Bars LOCK: ☐ Working ☐ Not Working SCREEN: ☐ Aluminum ☐ Nylon ☐ Other BLINDS: ☐ Vertical ☐ Roll-up ☐ Venetian ☐ Mini ☐ Other					
7. DOORS	☐ Wood ☐ Hallow ☐ Louver ☐ Metal ☐ Solid ☐ Sliding Glass ☐ Other DOOR STOP: Type:_____ THRESHOLD: ☐ Metal ☐ Wood ☐ Marble ☐ Other					
8. CLOSET	# of Closets _____ ☐ Rod SHELVES: ☐ Wood ☐ Metal #_____ ☐ Other					
9. LIGHT FIXTURES	☐ Incandescent ☐ Flourescent ☐ Ceiling Mount ☐ Wall Mount ☐ Track ☐ Recessed ☐ Other					
10. COVER PLATES	☐ Metal ☐ Plastic ☐ Other					
11. HEAT/AIR VENT	☐ Floor ☐ Ceiling ☐ Wall ☐ Radiator ☐ Baseboard					
12. TOILET/COMMODE	☐ Standard ☐ Other Color: _____					
13. TUB	☐ Fiberglass ☐ Porcelain ☐ Whirlpool ☐ Tile ☐ Other Color: _____					

REMARKS:_____

_____

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PAGE _____ OF _____

BATHROOM - Pg. 2

NOTE IN REMARKS: ☐ **Upstairs** ☐ **Downstairs** ☐ **Full** ☐ **Half**

Details, Discrepancies and Exceptions. Check blocks or insert quantity as they apply. If "OTHER" is checked explain in "REMARKS" section with corresponding number of the item.

		NEW	GOOD	FAIR	POOR	N/A
14. SHOWER STALL	☐ Fiberglass ☐ Plastic ☐ Tile ☐ Other Color: _____					
15. SHOWER CURTAIN ROD	☐ Metal ☐ Plastic ☐ Wood ☐ Other					
16. SHOWER DOOR	☐ Flexiglass ☐ Glass ☐ Other					
17. TOWEL BAR	☐ Metal ☐ Plastic ☐ Wood ☐ Ceramic ☐ Ring ☐ Other					
18. SINK	☐ Single ☐ Pedestal ☐ Porcelain ☐ Fiberglass ☐ Stainless Steel ☐ Other Color: _____					
9. VANITY /CABINETS	☐ Wood ☐ Laminate ☐ Pressed Wood ☐ Metal ☐ Stained ☐ Drawers ☐ Corian ☐ Fiberglass ☐ Other COUNTER TOP: ☐ Formica ☐ Tile ☐ One Piece Molded ☐ Other					
10. MEDICINE CABINETS	☐ Wood ☐ Mirrored ☐ Plastic ☐ Metal ☐ Recessed ☐ Walled Mounted ☐ Other					
11. ACESSORIES	MIRROR: ☐ Wall Mounted ☐ Other Make: _____Age: _____# Burners:_____ RANGE HOOD: ☐ Exhaust Fan ☐ Filter ☐ Light ☐ Light Cover BROILER PAN: ☐ Enamel ☐ Aluminum ☐ Stainless Steel ☐ Other					

REMARKS:_____

_____

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PAGE_____OF_____

INTERIOR ROOM

NOTE IN REMARKS: **Type of Room: _____ ☐ Upstairs ☐ Downstairs**

	Details, Discrepancies and Exceptions. Check blocks or insert quantity as they apply. If "OTHER" is checked explain in "REMARKS" section with corresponding number of the item.	NEW	GOOD	FAIR	POOR	N/A
1. FLOOR COVERING	☐ Wood ☐ Carpet ☐ Tile ☐ Vinyl ☐ Other Color: _____ Age: _____ Yr _____ Months _____					
2. BASEBOARD	☐ Wood ☐ Tile ☐ Vinyl ☐ Other FINISH: ☐ Paint ☐ Stain ☐ Other					
3. WALLS	☐ Sheetrock ☐ Brick ☐ Cement ☐ Paneling ☐ Other FINISH: ☐ Paint ☐ Stucco ☐ Plaster ☐ Wallpaper ---------- Date Last Painted: _____					
4. CEILING	☐ Paint ☐ Stucco ☐ Plaster ☐ Blown ☐ Hanging ☐ Sculptured ☐ Acoustic Tile ☐ Open Beam ☐ Other ---------- Ceiling Fan: # of Blades _____ ☐ Light Kit					
5. TRIM	☐ Chair Rail ☐ Crown ☐ ¾ Round ☐ Wood ☐ Other					
6. WINDOWS	☐ Thermal ☐ Double Hung ☐ Casement ☐ Picture ☐ Bay ☐ Single Pane ☐ Storm ☐ Other ☐ Security Bars ---------- LOCK: ☐ Working ☐ Not Working ---------- SCREEN: ☐ Aluminum ☐ Nylon ☐ Other ---------- BLINDS: ☐ Vertical ☐ Roll-up ☐ Venetian ☐ Mini ☐ Other					
7. DOORS	☐ Wood ☐ Hollow ☐ Louver ☐ Metal ☐ Solid ☐ Sliding Glass ☐ Other ---------- DOOR STOP: Type:_____ ----------					
8. CLOSET	# of Closets _____ ☐ Rod SHELVES: ☐ Wood ☐ Metal #_____ ☐ Other					
9. LIGHT FIXTURES	☐ Incandescent ☐ Flourescent ☐ Ceiling Mount ☐ Wall Mount ☐ Track ☐ Recessed ☐ Other					
10. COVER PLATES	☐ Metal ☐ Plastic ☐ Other					
11. HEAT/AIR VENT	☐ Floor ☐ Ceiling ☐ Wall ☐ Radiator ☐ Baseboard					

REMARKS:_____

_____

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PAGE_____OF_____

HALL

NOTE IN REMARKS: ☐ **Upstairs** ☐ **Downstairs**

	Details, Discrepancies and Exceptions. Check blocks or insert quantity as they apply. If "OTHER" is checked explain in "REMARKS" section with corresponding number of the item.	NEW	GOOD	FAIR	POOR	N/A
1. FLOOR COVERING	☐ Wood ☐ Carpet ☐ Tile ☐ Vinyl ☐ Other Color: _____ Age: _____ Yr_____ Months _____					
2. BASEBOARD	☐ Wood ☐ Tile ☐ Vinyl ☐ Other FINISH: ☐ Paint ☐ Stain ☐ Other					
3. WALLS	☐ Sheetrock ☐ Brick ☐ Cement ☐ Paneling ☐ Other FINISH: ☐ Paint ☐ Stucco ☐ Plaster ☐ Wallpaper					
4. CEILING	☐ Paint ☐ Stucco ☐ Plaster ☐ Blown ☐ Hanging ☐ Sculptured ☐ Acoustic Tile ☐ Open Beam ☐ Other ---------- Ceiling Fan: # of Blades _____ ☐ Light Kit					
5. TRIM	☐ Chair Rail ☐ Crown ☐ ¾ Round ☐ Wood ☐ Other					
6. DOORS	☐ Wood ☐ Hallow ☐ Louver ☐ Metal ☐ Solid ☐ Sliding Glass ☐ Other ---------- DOOR STOP: Type:_____					
7. CLOSET	# of Closets _____ ☐ Rod SHELVES: ☐ Wood ☐ Metal #_____ ☐ Other					
8. LIGHT FIXTURES	☐ Incandescent ☐ Flourescent ☐ Ceiling Mount ☐ Wall Mount ☐ Track ☐ Recessed ☐ Other					
9. COVER PLATES	☐ Metal ☐ Plastic ☐ Other					
10. HEAT/AIR VENT	☐ Floor ☐ Ceiling ☐ Wall ☐ Radiator ☐ Baseboard					
11. SMOKE DETECTOR	☐ Working ☐ Not Working Other Location: _____ ☐ Hardwired ☐ Battery ☐ Other					
12. THERMOSTAT	☐ Mercury ☐ Digital ☐ Rheostat ☐ Other					
13. STAIRS	☐ Wood ☐ Carpet ☐ Non-Skid Strips ☐ Other					
14. BANNISTER/ HANDRAILS	☐ Wood ☐ Metal ☐ Other FINISH: ☐ Paint ☐ Stain ☐ Other					
15. WINDOW	TYPE: _____					

REMARKS:_____
_____
_____

PAGE_____OF_____

GARAGE / CARPORT

NOTE IN REMARKS: Details, Discrepancies and Exceptions. Check blocks or insert quantity asthey apply. If "OTHER" is checked explain in "REMARKS" section with corresponding number of the item.

		NEW	GOOD	FAIR	POOR	N/A
1. FLOOR	☐ Ground ☐ Cement ☐ Gravel ☐ Asphalt ☐ Other					
2. BASEBOARD	☐ Wood ☐ Other FINISH: ☐ Paint ☐ Other					
3. WALLS	CONSTRUCTION: ☐ Sheet Rock ☐ Brick ☐ Cement ☐ Cinder Block ☐ Other FINISH: ☐ Paint ☐ Stucco ☐ Plaster ☐ Other					
4. CEILING	☐ Paint ☐ Stucco ☐ Plaster ☐ Hanging ☐ Open Beam ☐ Other					
5. WINDOWS	☐ Thermal ☐ Double Hung ☐ Casement ☐ Storm ☐ Single Pane ☐ Security Bars ☐ Other LOCK: Working ☐ Not Working ☐ SCREEN: ☐ Aluminum ☐ Nylon ☐ Other BLINDS: ☐ Vertical ☐ Roll-up ☐ Venetian ☐ Mini Other ☐					
6. DOORS	# _____ Wood ☐ Metal ☐ Other ☐ DOOR STOP: Metal ☐ Wood ☐ Marble ☐ Other ☐					
7. LIGHT FIXTURES	☐ Incandescent ☐ Flourescent ☐ Ceiling ☐ Wall ☐ Flood ☐ Other					
8. OVERHEAD DOOR	☐ Metal ☐ Wood ☐ Fiberglass ☐ Other ☐ ☐ Window # _____ Electric Door Opener Remote Controller # _____					
9. DEEP/UTILITY SINK	☐ Metal ☐ Fiberglass ☐ Porcelain ☐ Other					
10. SHELVING	☐ Metal ☐ Wood ☐ Peg Board ☐ Other					
11. CABINETS	☐ Metal ☐ Wood ☐ Other					
12. WORK BENCH	☐ Metal ☐ Wood ☐ Other					
13. HEATING	TYPE: _____					

REMARKS:_____

_____

_____

PAGE_____OF_____

EXTERIOR

NOTE IN REMARKS: Details, Discrepancies and Exceptions. Check blocks or insert quantity as they apply. If "OTHER" is checked explain in "REMARKS" section with corresponding number of the item.

		NEW	GOOD	FAIR	POOR	N/A
1. LANDSCAPE	☐ Grass ☐ Gravel ☐ Sand ☐ Scrub ☐ Trees ☐ Other MAINTENANCE: ☐ Landlord ☐ Tenant Exceptions: _____					
2. ROOF	Age: _____ ☐ Asphalt ☐ Wood ☐ Cedar ☐ Tin ☐ Fiberglass ☐ Terra-Cotta ☐ Other CHIMNEY: ☐ Brick ☐ Metal ☐ Other GUTTERS: ☐ Aluminum ☐ Vinyl ☐ Shingles DOWNSPOUTS: ☐ Vinyl ☐ Alum. ☐ Splash Guards ☐ Other					
3. FOUNDATION	☐ Slab ☐ Poured w/Basement ☐ Pilings ☐ Crawl Space ☐ Other					
4. EXTERIOR CONSTRUCTION	☐ Wood ☐ Aluminum ☐ Brick ☐ Vinyl ☐ Shingles ☐ Stucco ☐ Other AWNINGS: ☐ Fiberglass ☐ Metal ☐ Cloth ☐ Other SHUTTERS: ☐ Wood ☐ Vinyl ☐ Metal ☐ Other ☐ Functional ☐ Decorative					
5. DOOR	☐ Wood ☐ Metal ☐ Solid ☐ Hollow ☐ Other SCREEN DOOR: ☐ Sliding ☐ Hinged ☐ Full Screen THRESHOLD: ☐ Metal ☐ Wood ☐ Marble ☐ Other					
6. STORM DOOR	☐ Wood ☐ Metal ☐ Solid ☐ Hollow ☐ Other					
7. PORCH/DECK/PATIO	☐ Wood ☐ Metal ☐ Solid ☐ Hollow ☐ Other ☐ Enclosed ☐ Open					
8. DRIVEWAY	☐ Cement ☐ Asphalt ☐ Gravel ☐ Brick ☐ Ground ☐ Other					
9. WALKWAY	☐ Cement ☐ Asphalt ☐ Gravel ☐ Brick ☐ Flagstone ☐ Other					
10. OUTDOOR LIGHTING	☐ Flood ☐ Carriage ☐ Gas ☐ Photocell ☐ Motion Detector ☐ Metal Base/Glass ☐ Other					

REMARKS:_____

_____

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PAGE_____OF_____

EXTERIOR - Pg.2

NOTE IN REMARKS: Details, Discrepancies and Exceptions. Check blocks or insert quantity as they apply. If "OTHER" is checked explain in "REMARKS" section with corresponding number of the item.

		NEW	GOOD	FAIR	POOR	N/A
11. WATER	City ☐ Individual Well ☐ Community Well ☐ Well ☐ Pump					
12. STORAGE SHED	Wood ☐ Metal ☐ Other ☐ ELECTRICITY ☐ Paint ☐ Outlets					
13.TV/RADIO ANTENNA	☐ External ☐ Internal ☐ Satellite Dish ☐ Cable					
14. FENCE	☐ Wood ☐ Chain Link ☐ Other Height_____ GATE: ☐ Wood ☐ Chain Link ☐ Other					
15. MAILBOX	☐ Curb ☐ Attached ☐ Door Slot ☐ Cluster ☐ Wood ☐ Metal ☐ Plastic ☐ Other					
16. DOORBELL	☐ Working ☐ Not Working					
17. GARBAGE CAN	☐ Metal ☐ Plastic ☐ Other Size: _____ Provided By: ☐ Landlord ☐ Municipal					
18. CLOTHES LINE POLE	☐ Wood ☐ Metal ☐ Plastic ☐ Umbrella ☐ Other					
19. SEWAGE SYSTEM	☐ City ☐ Septic Date Last Pumped: _____					
20. OUTDOOR SHOWER	SHELVES: ☐ Wood ☐ Metal #_____ ☐ Other					
21. SPECIAL NEEDS	☐ Ramp ☐ Bath ☐ Doors ☐ Rails ☐ Counters ☐ Cabinets ☐ Other					

REMARKS:_____

_____

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PAGE_____OF_____

GENERAL

NOTE IN REMARKS: Details, Discrepancies and Exceptions. Check blocks or insert quantity as they apply. If "OTHER" is checked explain in "REMARKS" section with corresponding number of the item.

		NEW	GOOD	FAIR	POOR	N/A
1. HEATING/COOLING	FUEL: ☐ Gas ☐ Oil ☐ Electric ☐ Heat Pump ☐ Central A/C ☐ Forced Hot Air ☐ Hot Water Baseboard ☐ Wood/Coal Burning Stove ☐ Window A/C Unit # _____ Make: _____					
2. HOT WATER HEATER	☐ Gas ☐ Electric Make: _____ Cap. _____ Gal					
3. WASHER/DRYER	WASHER: ☐ Provided Make: _____ Age: _____ DRYER: ☐ Provided ☐ Gas ☐ Electric Make: _____ Age: _____ Location of Hookups: _____					
4. FIREPLACE	☐ Wood ☐ Gas ☐ Chimney ☐ Ventless CHIMNEY CLEANED BY: ☐ Landlord ☐ Tennant Date Last Cleaned: _____					
5. ATTIC ACCESS	LOCATION: _____					

REMARKS:_____

PAGE_____OF_____

REMARKS PAGE

List any details of discrepancies and exceptions for any room on this page. Name room(s) described.

REMARKS:_____

_____

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PAGE_____OF_____

Handout #3 – Procedures for locating a lease

Procedures. Perform these steps to locate the most cost-effective, adequate leased housing units:

<table>
<tr><th>Step</th><th>Action</th></tr>
<tr><td>1</td><td>Look for potential lease properties using rental cost information from apartment complexes, realtors, renters' guides, newspapers, and other sources.

Note: If an adequate community-based housing unit is located within a member's THA, leased housing is not an option and all efforts to locate a unit for Coast Guard lease must cease.</td></tr>
<tr><td>2</td><td>Select a prospective housing unit from the potential lease properties that:
• is the most cost-effective, and
• meets member's housing needs.</td></tr>
<tr><td>3</td><td>Contact the Lessor and make an appointment to see the unit.</td></tr>
<tr><td>4</td><td>Conduct a quick walk-through inspection with the Lessor.
<table>
<tr><th>IF the unit…</th><th>THEN…</th></tr>
<tr><td>appears to meet adequacy standards</td><td>conduct a pre-lease inspection in accordance with Section 3-B of the Leased Housing Procedural Guide and proceed to Step 5.</td></tr>
<tr><td>does not appear to meet adequacy standards or has excessive or unauthorized amenities</td><td>explain to the Lessor why the Coast Guard will not lease the unit and stop.</td></tr>
</table></td></tr>
<tr><td>5</td><td>Determine if unit is adequate.
<table>
<tr><th></th><th>THEN…</th></tr>
<tr><td>is adequate</td><td>proceed with lease negotiations with Lessor in accordance with Chapter 4 of the Leased Housing Procedural Guide.</td></tr>
<tr><td>is not adequate</td><td>explain to the Lessor why the Coast Guard will not lease the unit and stop.</td></tr>
</table></td></tr>
</table>

Minimum Bedroom Requirements	
Numbers of Dependents (Excluding Spouse)	Minimum Number of Bedrooms
None	1
One	2
Two, except as follows: • **One 10 years or older** • One 6 years or older and other of opposite sex	2 3 3
Three Except as follows: • Two 10 years or older • One 10 years or older and other two of opposite sex with one 6 years or older	3 4 4
Four Except as follows: One 10 years or over • One 6 years or older and all three the opposite sex of the one • Two 6 years or older of opposite sex and both the same sex • Two 10 years or older and other two of opposite sex with one six years or older • Three 10 years or older	3 4 4 4 5 5
Five	4 or more
Note: Approval must be obtained from Commandant (G-WPM-4) thru MLC before leasing quarters with five or more bedrooms.	

R 262108Z FEB 02 ZUI ASN-A00057000054 ZYB
FM COMDT COGARD WASHINGTON DC//G-WP//
TO ALCOAST
BT
UNCLAS //N07220//
ALCOAST 089/02
COMDTNOTE 7220
SUBJ: BAH FOR SINGLE E4 PERSONNEL ASSIGNED TO SEA DUTY
A. U. S. COAST GUARD PAY MANUAL, COMDTINST M7220.29A
B. U. S. COAST GUARD HOUSING MANUAL, COMDTINST M11101.13D
1. PURPOSE. TO AMEND SECTION 3-D OF REF A FOR AUTHORIZATION TO PAY BASIC ALLOWANCE FOR HOUSING (BAH) AT THE WITHOUT-DEPENDENT RATE TO SINGLE MEMBERS IN PAYGRADE E4 PERMANENTLY ASSIGNED TO DUTY ABOARD CAREER SEA PAY ELIGIBLE VESSELS.
2. QUICK SUMMARY. EFFECTIVE 1 MARCH 2002, SINGLE E4 MEMBERS ASSIGNED TO SEA DUTY MAY BE PAID BAH (OR OVERSEAS HOUSING ALLOWANCE (OHA) IN LOCATIONS WHERE BAH IS NOT PAYABLE) IF THEY ELECT TO RECEIVE THE ALLOWANCE IN LIEU OF ASSIGNMENT TO GOVERNMENT QUARTERS (BARRACKS OR LEASED HOUSING). COMMANDING OFFICER/OFFICER-IN-CHARGE APPROVAL IS REQUIRED PRIOR TO INITIATION OF BAH. A WRITTEN RELEASE FROM MANDATORY ASSIGNMENT TO GOVERNMENT QUARTERS MUST BE OBTAINED FROM THE SERVICING LOCAL HOUSING AUTHORITY PRIOR TO INITIATION OF BAH. PAYMENT OF BAH IS CONTINGENT UPON MEMBERS NOT OCCUPYING GOVERNMENT QUARTERS (INCLUDING SHIPBOARD QUARTERS) AT ANY TIME THEIR VESSEL IS IN HOME PORT, EXCEPT AS REQUIRED FOR DUTY. ONCE SINGLE PERSONNEL HAVE ELECTED BAH OR GOVERNMENT QUARTERS, THEY WILL NOT BE ABLE TO CHANGE THAT ELECTION FOR THE REMAINDER OF THEIR SEA DUTY TOUR.
3. DEFINITIONS.
A. THE TERM "SINGLE MEMBERS" ARE THOSE PERSONNEL WHO ARE:
(1) NOT MARRIED AND HAVE NO DEPENDENTS FOR WHOM BAH AT THE WITH-DEPENDENT RATE CAN BE CLAIMED.
(2) NOT MARRIED, BUT PAYING COURT-ORDERED SUPPORT FOR CHILDREN NOT IN THEIR CUSTODY AND ARE ENTITLED TO BAH-DIFF.
(3) MARRIED TO ANOTHER ACTIVE DUTY MEMBER, BUT DO NOT CLAIM CHILDREN FOR ENTITLEMENT TO BAH AT THE WITH-DEPENDENT RATE.
B. THE TERMS "SEA DUTY" AND "ASSIGNED AFLOAT" REFER TO DUTY ABOARD CAREER SEA PAY ELIGIBLE VESSELS AS DEFINED IN SECTION 4-B-3 OF REF A.
C. THE TERM "GOVERNMENT QUARTERS" MEANS UNACCOMPANIED PERSONNEL HOUSING (UPH), UNACCOMPANIED PERSONNEL LEASED HOUSING (UPLH), AND SHIPBOARD QUARTERS.
D. PERSONNEL WHO ARE RECEIVING BAH AT THE WITH-DEPENDENT RATE OR WHOSE DEPENDENTS OCCUPY GOVERNMENT FAMILY QUARTERS ARE NOT CONSIDERED SINGLE FOR THE PURPOSES OF THIS POLICY.
4. DISCUSSION.
A. AS WITNESSED BY THE RECENT OVERHAUL OF THE CAREER SEA PAY ENTITLEMENT, THE COAST GUARD HAS COMMITTED ITSELF TO MAKING SEA DUTY AS ATTRACTIVE AS POSSIBLE. TO FURTHER IMPROVE THE QUALITY OF LIFE FOR SINGLE MEMBERS AFLOAT, SINGLE E4 PERSONNEL MAY NOW CHOOSE TO OCCUPY GOVERNMENT QUARTERS OR RECEIVE BAH FOR CIVILIAN QUARTERS ASHORE.
B. GOVERNMENT QUARTERS ARE RECOMMENDED AS THE HOUSING OPTION OF CHOICE FOR JUNIOR SINGLE PERSONNEL AFLOAT. GOVERNMENT QUARTERS MEET HIGH STANDARDS OF ADEQUACY, ARE PROVIDED WITHOUT RENTAL OR UTILITY COSTS TO THE MEMBERS, AND OFFER MUCH GREATER SECURITY OF PERSONAL PROPERTY THAN DO PRIVATELY-PROCURED CIVILIAN QUARTERS, ESPECIALLY FOR MEMBERS ASSIGNED TO WHECS, WMECS, AND POLAR WAGBS. FOR MEMBERS WHO OCCUPY UPLH, THE COAST GUARD HOUSING PROGRAM MANAGES RENT PAYMENTS AND LANDLORD RELATIONS. MEMBERS WHO ELECT TO LIVE IN CIVILIAN QUARTERS THEY PROCURE ON THEIR OWN MAY ENCOUNTER UNFORESEEN SITUATIONS UPON RETURN FROM EXTENDED DEPLOYMENTS.
5. POLICY.
A. EFFECTIVE 1 MARCH 2002, COMMANDING OFFICERS AND OFFICERS-IN-CHARGE MAY AUTHORIZE BAH (OR OHA IN LOCATIONS WHERE BAH IS NOT

PAYABLE) AT THE WITHOUT-DEPENDENTS RATE (BAH-W/O OR OHA-W/O) FOR SINGLE E4 MEMBERS ASSIGNED TO CAREER SEA PAY ELIGIBLE VESSELS.

B. A WRITTEN RELEASE FROM MANDATORY ASSIGNMENT TO GOVERNMENT QUARTERS MUST BE OBTAINED FROM THE SERVICING LOCAL HOUSING AUTHORITY PRIOR TO INITIATION OF BAH.

C. SINGLE E4 MEMBERS WHO REQUEST TO RECEIVE BAH-W/O IN LIEU OF GOVERNMENT QUARTERS SHALL NOT NORMALLY BE ELIGIBLE FOR REASSIGNMENT TO GOVERNMENT QUARTERS FOR THE DURATION OF THEIR CURRENT AFLOAT TOUR. INDIVIDUAL EXEMPTIONS FOR REASSIGNMENT TO GOVERNMENT UPLH MUST BE REQUESTED FROM MLC(P) VIA MEMBERS COMMAND AND AREA HOUSING OFFICER. REASSIGNMENT TO UPH OR OTHER SERVICE HOUSING WILL BE MADE BY THE LOCAL HOUSING AUTHORITY BASED ON AVAILABILITY AND APPROVAL OF THE MEMBERS COMMANDING OFFICER/OFFICER-IN-CHARGE.

D. SINGLE E4 PERSONNEL WHO ARE AUTHORIZED BAH-W/O WHILE ASSIGNED ASHORE AND ARE SUBSEQUENTLY ASSIGNED TO SEA DUTY WITHIN THE SAME GEOGRAPHIC AREA WILL CONTINUE TO RECEIVE BAH-W/O IF THE MEMBER MAINTAINS CIVILIAN QUARTERS. UPON COMPLETION OF THEIR SEA DUTY ASSIGNMENT, SUCH MEMBERS WILL CONTINUE TO RECEIVE BAH IF REASSIGNED WITHIN THE SAME GEOGRAPHIC AREA.

E. BY LAW, BAH-W/O MAY NOT BE PAID TO SINGLE MEMBERS WHO OCCUPY GOVERNMENT QUARTERS. SINGLE PERSONNEL OF ANY PAY GRADE WHO ARE RECEIVING BAH-W/O WHILE ASSIGNED AFLOAT ARE PROHIBITED FROM OCCUPYING THEIR ASSIGNED SHIPBOARD QUARTERS OVERNIGHT WHILE THEIR VESSEL IS IN HOME PORT EXCEPT WHEN REQUIRED IN THE PERFORMANCE OF DUTY, SUCH AS INPORT DUTY DAYS OR UNDERWAY PERIODS. SINGLE PERSONNEL FOUND TO BE OCCUPYING ANY GOVERNMENT QUARTERS WHILE IN RECEIPT OF BAH-W/O ARE SUBJECT TO DISCIPLINARY ACTION UNDER THE UCMJ.

F. SINGLE ENLISTED MEMBERS IN PAY GRADE E4 AND ABOVE WHO ARE ASSIGNED AFLOAT AND IN RECEIPT OF BAH-W/O WHO EXPERIENCE A REDUCTION IN PAY GRADE TO E3 OR BELOW LOSE THEIR ENTITLEMENT TO THIS PAYMENT AS OF THE DATE THE REDUCTION IN PAY GRADE BECOMES EFFECTIVE. SUCH MEMBERS ARE AUTHORIZED TO RETURN TO THEIR SHIPBOARD QUARTERS (OR GOVERNMENT QUARTERS ASHORE IF AN EXCEPTION PER SUBPARAGRAPH 5.C ABOVE IS APPROVED).

G. SINGLE E4S ON SEA DUTY WHO OCCUPY GOVERNMENT QUARTERS AS OF 1 MARCH 2002 MAY REQUEST TO VACATE THOSE QUARTERS AND RECEIVE BAH-W/O PER PARA. 5.A. ABOVE. COMMANDING OFFICERS/OFFICERS-IN-CHARGE SHALL ENSURE THAT MEMBERS AUTHORIZED TO VACATE UPH OR UPLH AND RECEIVE BAH-W/O PROVIDE THE SERVICING LOCAL HOUSING AUTHORITY WITH WRITTEN NOTIFICATION OF INTENT TO VACATE QUARTERS AT LEAST 45 DAYS BEFORE SCHEDULED DEPARTURE. PERSONNEL WHO ELECT TO VACATE GOVERNMENT QUARTERS UNDER THESE TERMS ARE NOT ENTITLED TO DLA OR GOVERNMENT-FUNDED HOUSEHOLD GOODS MOVE.

H. VACANCIES IN GOVERNMENT QUARTERS ASHORE DUE TO SINGLE E4 BAH-W/O ELECTIONS WILL BE FILLED BY SINGLE SHIPBOARD E3 AND E2 PERSONNEL IN ASSIGNMENT PRIORITY PER SEC. 9-C-3 OF REF B. EFFECTIVE 1 MARCH 2002, TABLE 9-1 OF REF B. (AND ALL SUBSEQUENT MODIFICATIONS THERETO) MAY BE EXCEEDED IN ORDER TO FILL VACANCIES. HOUSING ASSIGNMENT WILL BE MADE BY THE LOCAL HOUSING AUTHORITY BASED ON AVAILABILITY AND COMMANDING OFFICER/OFFICER-IN-CHARGE APPROVAL.

6. ACTION.

A. BEFORE AUTHORIZING BAH-W/O TO SINGLE MEMBERS IN PAY GRADES E4, COMMANDING OFFICERS/OFFICER-IN-CHARGE OF CUTTERS SHALL COUNSEL MEMBERS ON THE ADVANTAGES OF GOVERNMENT QUARTERS.

B. TO AVOID BAH OVERPAYMENT, COMMANDS WILL NOTIFY THEIR SERVICING PERSRU OF THE EFFECTIVE DATE MEMBERS OCCUPY GOVERNMENT QUARTERS. THE COMMAND WILL COUNSEL MEMBERS THAT ANY BAH-WITHOUT DEPENDENTS PAYMENTS RECEIVED AFTER ASSIGNMENT TO QUARTERS SHOULD BE RETAINED FOR REPAYMENT WHILE PERSRU ACTION IS COMPLETED TO STOP BAH. IF MEMBERS CONTINUE TO SEE BAH-WITHOUT DEPENDENTS POSTED ON THEIR LEAVE AND EARNINGS STATEMENT (LES), THEY MUST IMMEDIATELY BRING IT TO COMMAND ATTENTION. FOR MEMBERS ASSIGNED TO UPH (EXCLUDING FAMILY QUARTERS CONVERTED TO UPH) OR SHIPBOARD QUARTERS, THE BAH ENTITLEMENT WILL BE THE PARTIAL BAH AMOUNT FOR THEIR RESPECTIVE PAY GRADE (PLUS BAH-DIFF IF THE MEMBER IS PAYING COURT-ORDERED CHILD SUPPORT PER REF A).

7. THE INFORMATION CONTAINED HEREIN WILL BE INCORPORATED INTO THE NEXT CHANGES TO REFS A AND B.
8. QUESTIONS CONCERNING THIS ALCOAST MAY BE SUBMITTED VIA E-MAIL TO: COMPENSATION (AT) COMDT.USCG.MIL.
9. INTERNET RELEASE AUTHORIZED.
10. RADM SALLY BRICE-OHARA, DIRECTOR OF PERSONNEL MANAGEMENT, SENDS.
BT
NNNN

Handout #6 – Perceived Disadvantages and Counter-Arguments

Perceived Disadvantage	Counter-argument
Coast Guard doesn't pay security deposit.	Not needed because the U.S. Government is self-insured and pays all damages beyond normal wear and tear.
Payment is 30 days in arrears.	By law, the Federal Government can pay for services only after they have been rendered. Small sacrifice for so many advantages.
Five-year lease sticks Lessor with same rent.	Rent is re-negotiated annually.
Lessors can't give 30-day termination notice like the Government.	Due to the nature of Coast Guard service, we must relocate members more often than we would like. The 30-day notice allows the Lessor to put the property back on the market. The Coast Guard makes every effort to place another eligible family in the leased unit.
Lessor pays utilities.	Military compensation laws do not allow members in leased housing units to receive a portion of their housing allowance for utility costs. Additionally, utility costs may be renegotiated and adjusted and one-time utility reimbursements may be authorized so Lessor does not pay out-of-pocket costs.
No separate tenant-landlord agreements allowed.	The Coast Guard lease, the General Provisions, and the Condition Inspection Report forms are the only binding agreements between the Coast Guard and the Lessor.
Lessors can't pick tenants.	The Coast Guard will place any members in leased units, if eligible. Lease contract section 2.c. and the General Provisions specifically state the Lessor will not discriminate against any Coast Guard member.
Lessor pays for smoke detectors.	The Coast Guard is required to lease only units outfitted with hard-wired smoke detectors with battery back-up. They are inexpensive to purchase and install, may result in reduced insurance premiums, and may be tax deductible. They protect the unit and occupants at a very low cost.
Rent paid by Direct Deposit.	The Coast Guard pays by Direct Deposit so Lessor doesn't wait for check to arrive each month. Furthermore, money generally is received more efficiently; if not received for any reason, can promptly be traced and replaced, if necessary.

Procedures. Perform these steps to explain the lease to the Lessor.

Step	Action
1	Provide blank copies of the following forms and review with potential Lessor: ❑ CG-5571, United States Coast Guard Residential Lease ❑ CG-5571A, United States Coast Guard Residential Lease General Provisions ❑ Condition Inspection Report
2	Emphasize these advantages of a Coast Guard lease: ❑ Guaranteed monthly rent Direct-Deposited into bank account ❑ Government pays for damage beyond normal wear and tear ❑ Lease is effective for up to five years ❑ Contract renewal clause expedites renewal process ❑ Rental rate can be renegotiated annually ❑ Under-estimated utility costs can be adjusted and/or one-time utility reimbursement may be authorized. ❑ Excellent, responsible CG tenants will live in the unit. ❑ Coast Guard will periodically inspect to ensure the unit remains in good condition
3	Answer all Lessor's questions and, if necessary, contact the LHO or AHO, as appropriate, for help with questions.

Procedures. Perform these steps to negotiate cost-effective rent and utility payments.

<table>
<tr><th>Step</th><th>Action</th></tr>
<tr><td>1</td><td>Obtain past utility costs (except telephone and cable television) for the unit from the Lessor or utility companies to determine a monthly average.</td></tr>
<tr><td>2</td><td>Obtain the lowest possible rental cost from Lessor.

Note: Don't suggest the rental amount, the Lessor should request or reveal funding level restrictions.</td></tr>
<tr><td>3</td><td>Either accept or reject Lessor's offer.
<table>
<tr><th>IF Lessor's offer is…</th><th>THEN…</th></tr>
<tr><td>Accepted</td><td>Proceed with lease unit information-by filling out the Lease Unit Information Worksheet.</td></tr>
<tr><td>Not accepted</td><td>Explain reason(s) you cannot accept the unit.

<u>Note</u>: Do not reveal AHO cost limitations or other Lessors' rental amounts.</td></tr>
</table></td></tr>
</table>

LEASE UNIT INFORMATION WORKSHEET	LEASE NUMBER

The following information is a summary of negotiations to lease the described dwelling to the U. S. Coast Guard. ***THIS IS NOT THE FORMAL LEASE CONTRACT***. This negotiation summary, along with the required attachments, must be submitted to the Leased Housing Contracting Officer (LHCO) at least 5 working days prior to the proposed start date to allow processing of the lease.
Utility costs must be included in the contract (See part two).

PART ONE: GENERAL INFORMATION

1. This lease will initially be used for:

   ( )Family Leased Housing (FLH)
   ( )Unaccompanied Personnel Leased Housing (UPLH)

2. Is the owner or part-owner a federal government employee? (Y or N).

   (*If yes, an urgent and compelling need must be documented to lease this property. Comply with CG Housing Manual, Article 7.D.4.g.*)

3. Date lease will start: _____. Lease to run for a period of 5 years, to expire on 30 September 20 _____. **[Less than 5 years requires written AHO authorization (E-mail is OK)]**

4. Property address: _____ Apartment #_____

   City:_____ State:_____ Zip code:_____ County:_____

   Name of complex_____ Congressional District: _____

5. Approx. square footage of living area: _____

   Total number of rooms (Do not count bathrooms): _____
   Total bedrooms: ( )1 ( )2 ( )3 ( )4 ( )5
   Total bathrooms: ( )1 ( )1.5 ( )2 ( )2.5 ( )3 ( )3.5

6. Type of dwelling: check one

   ( ) Apartment
   ( ) Single-story townhouse/row house
   ( ) Detached one-story house***
   ( ) Single-story duplex
   ( ) Two-story townhouse/row house
   ( ) Detached two-story house***
   ( ) Two-story duplex
   ( ) Three-story townhouse
   ( ) Detached three-story house***
   ( ) Three-story duplex

*****Must have Area Housing Office approval**

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PART TWO: MONTHLY COST ITEMIZATION

1. Heating source: ( )Electric ( )Oil ( )Coal ( )Propane ( )Natural gas ( )Other
2. Base rent per month $_____ Utilities $_____ Total $_____

MONTHLY COSTS FOR:
Electricity: $_____ Included in base rent? (Y/N)
Heating Fuel: $_____ Included in base rent? (Y/N)
Trash Removal: $_____ Included in base rent? (Y/N)
Water/Sewage: $_____ Included in base rent? (Y/N)

3. **Telephone and cable television service costs are the occupants' responsibility**.

4. **The Coast Guard WILL NOT reimburse to the lessor any underpaid utility costs beyond the last 12 months of utility usage. The LESSOR is responsible for monitoring the utility consumption (CG does not receive the bills) and notify the Local Housing Officer (LHO) if costs exceed the amount reimbursed by the Coast Guard. LHO's are responsible for counseling those tenants whose utility consumption appears excessive.**

PART THREE: LESSOR INFORMATION

1. **LESSOR NAME(s):** _____

_____

2. Who will sign the lease contract?

( )Owner ( )Co-Owner ( )Rental Agent ( )Friend ( )Relative

3. If ANYONE other than the owner/co-owner will be signing the Contract, **one of the following MUST BE ATTACHED:**

( ) Power of Attorney

( ) Rental/Management agreement(copy)

( ) Notarized letter designating agent authority *(The letter should* specifically describe the degree to which the agent is authorized to act; e.g., will the agent be responsible for signing the lease and/or receiving payment and/or maintenance of the quarters?)

4. **FOR ALL LEASES**: a copy of the proof of ownership; i.e., property deed, deed of trust, or warranty deed must be attached.

OWNER'S NAME(s) if other than Lessor: _____

_____

PART THREE: LESSOR INFORMATION (cont'd)

5. PERSON(S) SIGNING LEASE. What is the exact correspondence address for the person(s) authorized to sign the lease contract. **Please Print Clearly**

   Complex or Lessor name(s): _____

   Street address: _____

   P. O. Box: _____

   City/State/Zip: _____

6. Telephone number of person signing the lease:

   Day: (____)_____ Evening: (____)_____

7. EMERGENCY point of contact:

   Person(s) to contact (PLEASE PRINT): _____

   Telephone numbers for emergencies: (____)_____

   (____)_____

8. REPAIR point of contact:

   Contact person(s) for repairs (PRINT): _____

   Telephone number for repairs: (____)_____

9. PERSON RESPONSIBLE FOR FILING TAXES

   Tax ID or SSN:_____

   (if co-ownership, only one tax number can be used):

   Name:(only if different from Lessor or owner) _____

   The Coast Guard Finance Center will issue an IRS Form 1099 to this person each January.

10. **LEASE PAYMENT: Direct Deposit is the only method of payment for all leases. The completed ACH Form must accompany the lease packet; if it does not, the first payment will be delayed until the form is received. Ensure lease number is written in the appropriate place on the ACH form.**

PART FOUR: LESSOR AUTHORITY FOR SPECIAL CONDITIONS

1. Does Lessor allow pets?
   a. Dogs (Y/N) ( )How many? Fixed required (Y or N)
   b. Cats (Y/N) ( )How many? Fixed/declawed req'd? (Y or N)
   c. Other (_____) ( )How many?

   _____

   _____

2. Who is responsible for grounds care? ( )Lessor ( )Occupant

   Lessor remarks/comments: _____

   _____

3. Water beds allowed? (Y or N) Insurance required (Y or N)

   LHO approval is also required prior to installing a waterbed.

4. In-home child care allowed? (Y or N)

   If the lessor permits child care and the prospective occupant desires to conduct in-home child care, the Local Housing Officer shall provide guidance to the tenant. (Refer to CI 1754.15, CHILD DEVELOPMENT SERVICES MANUAL, Chap. 5: FAMILY CHILD CARE SERVICES). Contact the AHO if there are any questions regarding in home child care requirements.

5. ( )Is smoking allowed? (Y or N) ( ) Inside ( ) Outside only

6. ( )Other Special Conditions:

   _____

   _____

   _____

7. Is this unit handicapped accessible? (Y or N) If yes, what special items does this unit have?

   _____

   _____

   _____

PART FIVE: AMENITIES

1. Fill in a/n (x) for applicable items and complete the age block. The age of the amenity will be used in determining a settlement in the event of a damage claim. **At a minimum, a refrigerator and stove are required**. You can use the screen print of the Amenities page to check the appropriate items.

( ) Wood Stove _____ ( ) Microwave: age _____
( ) Unfenced yard _____ ( ) Dishwasher: age _____
( ) Trash compactor: age _____ ( ) Garbage Disposal: age_____
( ) Freezer: age _____ ( ) Blinds: age _ _____
( ) deck: condition _____ ( ) Washer : age _____
( ) Refrigerator: age _____ ( ) Dryer: age _____
( ) Stove: age _____

Please list any other items and their ages/ conditions below:

_____

_____

a. **Estimated date of last interior repainting**: _____. **The lessor is responsible for interior repainting not less than once every 3 years subsequent to Coast Guard occupancy under the lease contract.**

b. **Estimated date of last carpet cleaning**: _____. **The lessor is responsible for necessary recarpeting (due to normal wear and tear).**

c. Age of all carpeting or other flooring:

Living room _____ years. Master bedroom: _____ years.
Hall ways _____ years. Bedroom two: _____ years.
Dining room _____ years. Bedroom three: _____ years.
Family room _____ years. Bedroom four: _____ years.
Den _____ years. Bathroom one: _____ years.
Kitchen _____ years Bathroom two: _____ years.

d. Age of dwelling: _____

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PART FIVE: AMENITIES (cont'd)

e. **Any Environmental Disclosures**: For example lead, asbestos, mold, or radon.

_____
_____
_____
_____
_____
_____

f. **List any discrepancies or conditions of any of the amenities:**

_____
_____
_____
_____
_____
_____
_____

PART SIX: FIRE SAFETY DEVICES / CO DETECTORS

Hard-wired smoke detectors with Battery Back-up must be installed on each living floor in all properties leased by the Coast Guard.

Automatic sprinkler systems or some other form of fire protection must be installed in multifamily housing units leased to the Coast Guard. (Multifamily housing is where 3 or more units share a common roof. Refer questions to the AHO.)

If the lease does not meet the fire safety requirements, the Local Housing Officer MUST REQUEST A WAIVER from MLC thru the AHO.

- ( ) Hard-wired smoke alarm, with Battery Back-up on each floor must be installed.

  Tested OK on _____ by _____.

( ) Sprinkler System installed (*multi-family unit only*)

Other form of fire protection:

_____

( ) Carbon Monoxide Detectors – It is recommended that any units that use fossil fuels have a Carbon Monoxide Detector on every floor. If the lessor does not want to put a CO detector in then you should recommend that the tenant put one in. It is for their own safety.

PART SEVEN: LESSOR & HOUSING OFFICER CERTIFICATION

This document must be signed by both the lessor and the Coast Guard or the lease will not be approved.

LESSOR CERTIFICATION

I certify that the information contained in this Lease Negotiation Summary represents an accurate description of the property being considered by the Coast Guard for lease and I agree to all the leasing terms and conditions.

Property owner signature: _____ Date: _____

Co-owner signature: _____ Date: _____

Agent signature: _____ Date: _____

HOUSING OFFICER CERTIFICATION

I certify this property has been inspected and meets current Coast Guard adequacy standards and leasing terms as set forth in the Coast Guard Housing Manual, COMDTINST M11101.13(series). NO GOVERNMENT OWNED QUARTERS ARE AVAILABLE. I have attached the following required documents.

Check (X) each REQUIRED ENCLOSURE. An incomplete package submitted to the Contracting Officer will delay processing of the lease.

1. ( ) FLH: Housing Application (CG-5267)
2. ( ) FLH: BAQ/Dependency Form (CG-4170A)
3. ( ) UPLH: Housing Application (CG-5267) (for each member)
4. ( ) Copy of property Deed *(See part 3)*
5. ( ) Copy of Agent/Management Agreement, if applicable *(See part 3)*
6. ( ) Lessor has completed CCR requirements
7. ( ) **Completed ACH FORM must accompany lease packet**

Housing Officer Signature: _____ Date:_____

Housing Officer Telephone Number: (____)_____

Comments:

_____

_____

_____

Handout #9– Sample Letters (Excess utility usage to member)

U.S. Department of
Homeland Security

United States
Coast Guard

11101/Lease number
Date

MEMORANDUM

From: AHO

Reply to
Attn of:

To: Member
Thru: Member's Command

Subj: EXCESSIVE UTILITY USE

Ref: (a) CG Housing Manual, COMDTINST M11101.13 (series), Ch. 7, Par D.4.d.(2)

1. A review of utility bill(s) submitted by the Lessor indicates excessive energy consumption at your assigned Government-leased quarters located at [insert address]_____]. The enclosed statement(s) for the period [insert dates] show an average cost of $[insert amount] and is considered excessive.

2. Utility conservation is a national concern and of particular interest to the Coast Guard because of a limited leased housing budget. Your Tenant Occupancy Instruction provided at check-in advised you thermostat settings are 78 degrees during summer months and 68 degrees during winter months.

3. Reference (a) allows the Coast Guard to evict leased housing occupants who abuse utility consumption. This letter notifies you failure to correct your utility abuse will result in your eviction from assigned quarters. Should you have any information or questions about this matter please contact this office immediately.

#

Encl: (1) Utility statements for [insert dates]

Copy: AHA
Residence

Handout #9– Sample Letter (Eviction letter to member)

U.S. Department of Homeland Security
United States Coast Guard

11101/Lease number
Date

MEMORANDUM

From: AHO

Reply to
Attn of:

To: Member
Thru: Member's Command

Subj: EVICTION FROM GOVERNMENT-LEASED HOUSING

Ref: (b) CG Housing Manual, COMDTINST M11101.13 (series)

1. Enclosure (1) documents your failure to observe and comply with leased housing occupancy rules. Therefore, you are ordered to vacate your assigned leased quarters by [insert date].

2. Article 6-F-7, of reference (a) states if an occupant does not observe and comply with occupancy rules and regulations or violates the terms of occupancy, the member may be evicted. The Occupancy Rules you received on check-in clearly state failure to comply will result in eviction. Enclosure (2) is a copy of your acknowledgment of receiving those rules. Your behavior is abuse of the leased housing privilege.

3. A preliminary checkout inspection of your quarters is scheduled for [insert date and time]. The final inspection will be [insert date and time]. You are ordered to be present for both inspections. You will not receive Basic Allowance for Housing (BAH), if entitled, until you pass the final checkout inspection. Additionally, failure to arrange your relocation shall not permit you to continue to live in leased quarters after the stated eviction date. Failure to vacate quarters shall result in disciplinary action under the UCMJ and may lead to administrative action and/or civil action pursuant to the Landlord Tenant Act.

4. You are entitled to a Government-funded local move of your household effects. You must contact your servicing Transportation Office immediately to make timely arrangements. The accounting date for this local move is: [Insert Accounting Data]. If you are in a family lease you may be entitled to partial Dislocation Allowance (DLA), consult with your personnel office to determine your qualifications.

5. Whatever private lease option you pursue, you should ensure a "Military Clause" is in the lease. For additional legal assistance in interpreting lease provisions, you should consult your servicing Legal Office.

6. Your BAH will start the date you pass the final checkout inspection. You should anticipate a minimum of four weeks before you receive this allowance in your pay. Since this is a directed move, you may be eligible to draw advance BAH to offset advance rental payments and utility security deposits. Your servicing PERSRU must process BAH advance payment applications.

#

Encl: (1) Eviction documentation
(2) Copy of receipt of Tenant Occupancy Instruction

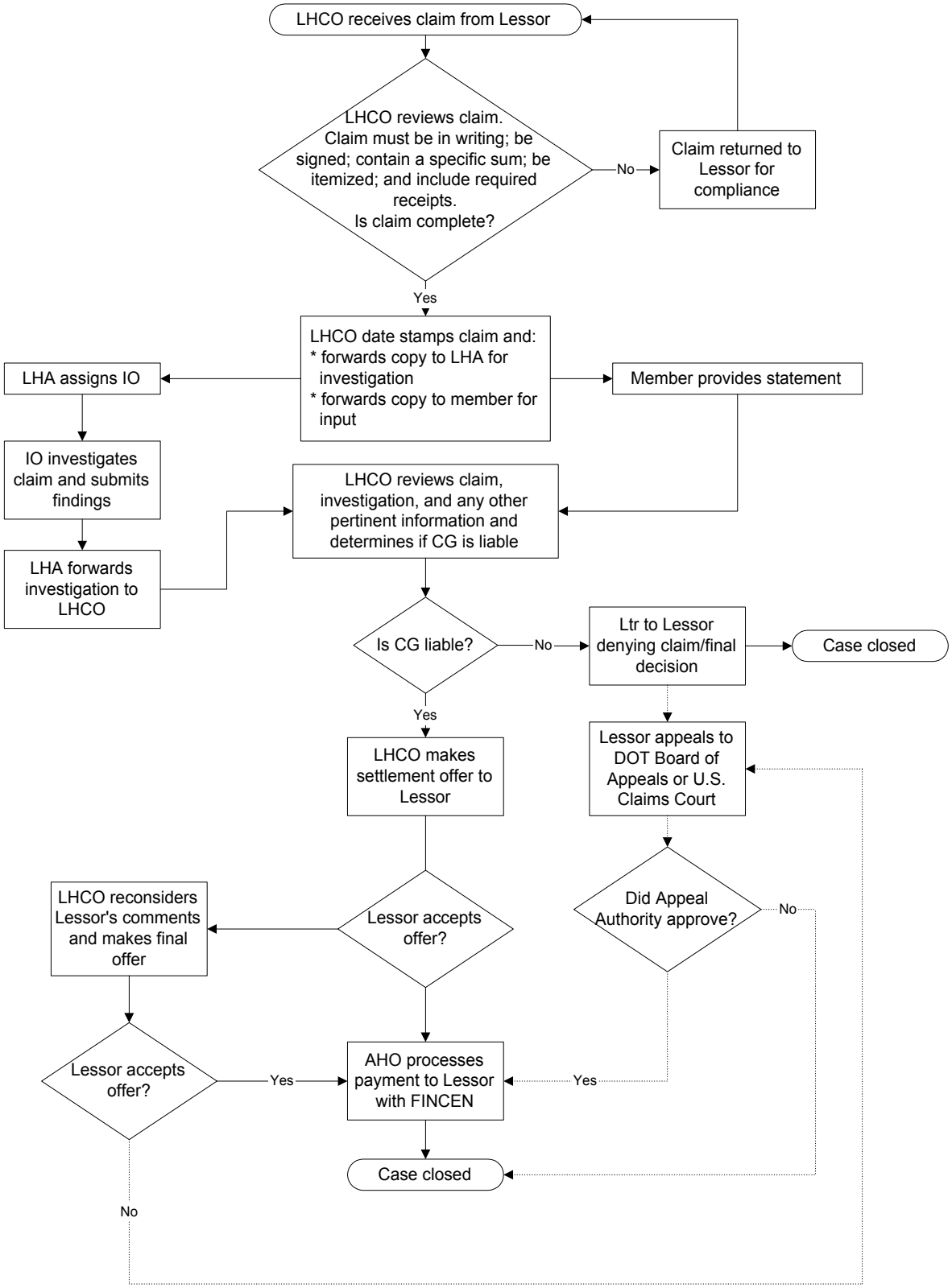
Copy: AHA
Member's PERSRU w/o encls
Residence

DAMAGE CLAIM CHECK-OFF SHEET

LEASE #_____ LESSOR _____ TENANT _____

ACTION	DATE	COMPLETED IN HMIS
Date claim letter received from Lessor:		
Date claim package sent to LHO for investigation:		
Date claim package received back from LHO:		
Date claim offer sent to Lessor: Certified Mail Number:		
Date claim voucher received back from Lessor:		
If Lessor appeals date letter received from Lessor:		
Date reconsideration of claim letter sent to Lessor: Certified Mail Number:		
Date claim package sent to FINCEN for payment:		
Date Demand Letter sent to Member: Certified Mail Number:		
Date Reconsideration letter from member received:		
IF payment received what form:_____ Payment sent to ART:		
Date Reconsideration letter sent to member: AHO:_____ MLCPAC: _____		
Date involuntary PAA sent to HRSIC		
Follow up needed with HRSIC on _____ to find out if payment complete.		
Claim Closed Completely		

Handout #11– Damage Claim Flow Chart



Appendix B – Exercises 1- 6

See Leased Housing Negotiations Instructor Handouts for the following Appendix B exercises:

Exercise 1 – Chapter One Review

Exercise 2 – Administrative Cost Ceiling

Exercise 3 – BAH-derived Housing Matrix

Exercise 4 – Determining Total Housing Allowance (THA)

Exercise 5 – Fiscal Year Renewals

Exercise 6 – Computing Damage Claims

Appendix C

See Leased Housing Negotiations Instructor Handouts for the following Appendix C documents:

Leased Housing Negotiations Final Exam

Leased Housing Negotiations Course Completion Certificate

Leased Housing Negotiations Course Evaluation

Appendix E - Example Discrepancy and Recommendation Form

Leased Housing Negotiations Training
Discrepancy and Recommendation Form

Cmt #	Page	Para./Line	Comment
1	**1**	**3/5**	**Change "reallocation" to "relocation"**
2	**4**	**5/10**	**Request the "Recommendations" section be rewritten subtracting opinion vice factual data, and reiterating the COMDT's strategy for CG housing.**
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