DEPARTMENT OF HOMELAND SECURITY

U.S. Coast Guard

AGREEMENT FOR CIVILIAN OCCUPANCY OF COAST GUARD FAMILY HOUSING

Name of Tenant		Monthly Rental Charge
Premises *(Street Address, City, State, ZIP Code)*	Agreement Effective Date	Agreement Termination Date
	Agreement No.	Housing Unit No.
Name and Location of Housing Site	Leased Housing Contracting Officer *(Name, Title Housing Office)*	

AGREEMENT

Subject to the following terms and conditions, the government hereby grants tenant the right to use and occupy the portion of the project comprising the premises, together with all government property therein. Such right shall continue from and after the agreement effective date through the last day of the calendar month of such effective date and thereafter on a calendar month basis until this agreement shall be terminated pursuant to its provisions.

On or prior to the agreement effective date, tenant and an inspector designated by the government representative shall jointly inspect the premises and shall sign inspection and inventory records listing all government property contained therein and reflecting the condition of the premises and such property, which records shall be incorporated herein by reference and constitute part of the agreement as if fully set forth herein. All costs associated with moving into and out of government quarters shall be the sole responsibility of the tenant.

Tenant will pay the government monthly, in advance, the amount of the monthly rental charge specified above on or before the first of each month. Tenant will also pay promptly, when due, the amount of all charges for utilities and services furnished by the government. If the agreement effective date is other than the first day of a calendar month, the amount of initial payment of all charges payable hereunder in advance at a fixed monthly rate shall be reduced one-thirtieth (1/30) for each day of the month prior to the agreement effective date. Tenant will make all payments due hereunder to the office of the government representative named above. Checks will be made payable to U.S. Coast Guard.

LATE CHARGES AND RETURNED CHECKS: If rent is paid after the 5th day of the month, a late charge based on the Current Value of Funds Rate (http://www.fms.treas.gov/cvfr/index.html) of the current rental amount shall be assessed. If rent payment by personal check is accepted by the Housing Authority, any check given by tenant for the payment of rent or for any other sum due under this agreement is returned for insufficient funds, a “stop payment” or any other reason, tenants shall be liable of $25 for each check that is returned. If a tenant tenders a check, which is dishonored by a banking institution, then tenant shall only tender money order or cashier's check for all future payments. This shall continue until such time as written consent is obtained from the Area Housing Authority.

The rent shall be subject to automatic periodic adjustments due to rental surveys and annual adjustments required by OMB Circular A-45. The occupant will be notified in writing at least 30 days in advance of the rent adjustment. Annual adjustments shall become effective at the beginning of the first full pay period in March of each year.

Tenant will use the premises solely as a private residence for themselves and their family, and for no other purpose whatsoever and will not assign this agreement to any third party, nor sublet the premises, in whole or in part.

Tenant, their family and guests, will at all times conduct themselves in a proper manner with due regard for other occupants of the project, and comply with all rules, regulations, and policies presently established or hereafter promulgated by the government representative for general project applicability, including those relating to conditions of eligibility for continued occupancy of premises within project, and to safety, sanitation, and the general welfare of project occupants.

Tenant will promptly report to the government representative any change in personal circumstances which may affect their eligibility for continued occupancy of the premises under general eligibility regulations established for the project. Items to be reported shall include but not be limited to any change in family composition, including any change in marital status, and any change in occupation status.

Tenant will at all times assist and cooperate with the government representative in the care and maintenance of the premises, including government property therein and appurtenant yard areas, and will promptly notify the government representative in the event of any damage to or loss or destruction of any item, or any need for repair thereof.

Tenant will not keep, bring, nor permit to be brought on the premises anything which will constitute a fire hazard. If any deliberate or negligent act or mission by tenant or any family members, servants, employees, agents, visitors or licenses, shall result in any damage to or loss of destruction of any government property which is part of the project, the premises or government property therein, tenant shall promptly repair or replace such property, or pay to the government an amount of money sufficient to compensate it for the loss or damage sustained, as the government representative shall elect and determine.

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Tenant has examined, knows and accepts the condition and state of repair of the premises and the project, and acknowledges that the government has made no representation concerning such condition or state of repair, nor any agreement or promise to altar, improve, adapt, or repair same. Tenant will make no alterations what so ever to the premises or to the government property therein without the prior written approval of the government representative, and then only subject to the conditions of such approval, which may include obligations for removal and restoration upon termination of this agreement.

The tenant agrees to comply with the Coast Guard Housing Manual (COMDTINST M11101.13 (series) and the Local Housing Authorities directives, and instructions. Further, the tenant will acknowledge and sign a tenant occupancy agreement and comply with its provisions. Tenant will permit government officers, agents and employees to enter the premises at all reasonable times for any purpose not inconsistent with tenant's quiet use and enjoyment thereof, including, but not limited to, purpose of inspection and repair.

No agreement shall exceed a period of 365 days and will automatically terminate on February 28th of each year. A new DD-1746 will be required by February 1st of each year if continued occupancy is desired. Either party may terminate this agreement at any time upon not less than 30 days written notice to the other party; provided however, that if a tenant is transferred to another duty station outside the locality upon short notice, the tenant may terminate by written notice to the government representative as prescribed by local regulation under such circumstances. In the event of termination under this article other than on the last day as of a calendar month the government shall refund to tenant for each remaining day of the calendar month, one-thirtieth (1/30) of the total amount of monthly charges paid in advance, less the amount due and owing there under for any utilities and services furnished. Tenant shall have fulfilled all his obligations under this agreement.

Upon such termination of this agreement, tenant shall satisfy the removal and restoration obligations imposed as conditions of all approvals of alterations granted and shall quietly and peacefully remove personal property and surrender the premises and each item of government property therein to the government in the condition reflected in the inspection and inventory records, subject however, to reasonable wear and tear.

The government shall have the additional right to terminate this agreement and all rights of tenant hereunder, without any advance notice whatsoever, at any time the tenant fails to pay any charges due and owing or violate any other condition of this agreement. Upon such termination, the government representative, or his designee(s), shall have the right, without legal notice or institution of any legal proceeding, to register and take possession of the premises and to dispossess tenant, forcibly if necessary, without being guilty of any manner of trespass and without prejudices to any other remedy available to the government for breach of agreement conditions. Tenant hereby expressly waives any and all notice of default of demand for repossession, together with all rights to refund of any portion of any charges paid in advance, in the event of any termination under this article.

Failure of the government to insist upon performance of any of the term or conditions of this agreement in any one or more instances shall in no event be considered as a waiver or relinquishment of its right to future performance thereof and tenant's obligation to such future performance shall continue in full force and effect.

In case of mobilization or other emergency, this agreement will remain in force only within supplier's capabilities.

The tenant shall hereby indemnify and hold harmless the United States, the Coast Guard, it's officers, employees, agents and servants from any and all liability arising from any tortuous acts under the Federal Tort Claims Act (28 U. S. C. 2671 et seq) or other laws, including the death or injury to any person resulting from the use of the facility by the tenant.

The tenant shall hereby indemnify and hold harmless the host against all actions, claims, demands, liabilities, and damages that may in any manner be imposed on or incurred by the tenant, it's officers, employees, contractors, agents, or guests or the participants in its activities in connection with the tenant's use of the facility, or for any injuries sustained by any individual who has come on the facility and may be injured in the course of participating in an inherently hazardous activity, an athletic activity, or another recreational activity while on the installation, whether or not the activity is a sanctioned part of the tenant's use of the facility.

The tenant shall hereby indemnify and hold harmless the host against all actions, claims, demands, liabilities, and damages that may arise from the hazards listed herein and the tenant's potentially incompatible use of the facility, as applicable under law.

Tenant will indemnify and hold harmless the government, its officers, agents and employees, from all liability or claim for any loss of or damage or injury to the person or property of tenant, or of any third person, which shall occur from any cause whatsoever while in or upon the premises, or shall be occasioned by any use or misuse of the premises, except loss, damage or injury caused solely by a negligent act or omission of a government officer, agent or employee engaged in the maintenance and operation of the project.

Privacy Act Statement

AUTHORITY: 5 USC 5911 & 5912

PRINICIPAL PURPOSE: Used as authority to execute a leasing agreement for U.S. Coast Guard Government housing.

ROUTINE USE: None.

DISCLOSURE: Disclosure of the information is voluntary, however, failure to provide the required information will prevent the execution of the leasing agreement.

Signature of Tenant	Signature of Leased Housing Contracting Officer
Date	Date

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