

*USAREUR Supplement 1 to AR 210-50

Installations

Housing Management

15 October 2001

***This supplement supersedes USAREUR Supplement 1 to AR 210-50, 19 September 2001.**

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Summary. This supplement prescribes policy, procedures, and responsibilities for managing Army family housing, unaccompanied personnel housing, and community homefinding, relocation, and referral services in USAREUR.

Summary of Change. This revision establishes the fact that all USAREUR family housing meets or exceeds minimum adequacy standards for assignment (para 3-12).

Applicability. This supplement applies to area support group and base support battalion housing managers in USAREUR.

Supplementation. Commanders will not supplement this supplement without CG, USAREUR/7A (AEAEN-PW-HSG), approval.

Forms. This supplement prescribes the forms listed in appendix A, section III. USAREUR and higher-level forms (printed and electronic) are available through the USAREUR Publications System (UPUBS).

Suggested Improvements. The proponent of this supplement is the Office of the Deputy Chief of Staff, Engineer, HQ USAREUR/7A (AEAEN-PW-HSG, 370-7118). Users may suggest improvements to this supplement by sending a DA Form 2028 (Recommended Changes to Publications and Blank Forms) to the Commander, USAREUR/7A, ATTN: AEAEN-PW-HSG, Unit 29351, APO AE 09014.

Distribution. C (UPUBS). This supplement is available only in electronic format.

AR 210-50, 1 September 1997, is supplemented as follows:

Table of Contents. Add the following paragraphs to the chapter 6 list:

- 6-25. Temporary Lodging Allowance
- 6-26. Overseas Housing Allowance
- 6-27. Move-in Housing Allowance

Table of Contents. Add the following sections and paragraphs to chapter 7 list:

Section IV
Government Rental Housing Program (GRHP)

- 7-45. Short-Term Solution
- 7-46. Maintaining GRHP Units

Section V
Government-Leased Housing

- 7-47. Maintaining Government-Leased Housing Units

Table of Contents. Add the following section and paragraph to the chapter 16 list:

Section VII
Government Rental Housing Program Reporting Requirements

- 16-18. AE Form 210-50N (GRHP Fiscal Year Cost Report)

Table of Contents. Add the following chapter and paragraphs:

Chapter 17
GOVERNMENT RENTAL HOUSING PROGRAM

- 17-1. Scope
- 17-2. Policy
- 17-3. Responsibilities
- 17-4. General Procedures
- 17-5. Lease Provisions Regarding Maintenance
- 17-6. Utilities
- 17-7. Warrant Authority
- 17-8. Claims
- 17-9. Payment of Brokerage Fees for GRHP
- 17-10. Financial Processing Procedures

Table of Contents. Add the following to the list of appendixes:

- S. Nontemporary Storage of Household Goods Incident to Occupying Government Quarters
- T. Procedures for Moving Families Because of Government-Controlled or -Leased Housing Closures
- U. Housing Service Charges for Civilians Who Reside in Government-Controlled Housing
- V. Housing Domestic Employees in Government-Controlled Quarters
- W. Deployment
- X. Eviction Procedures
- Y. Basic Procedures for Open-Referral and Waiting-List Systems for Private Rental Housing
- Z. Pets in Government Housing
- AA. Sample Private Rental Agreement and Amendments for Germany
- AB. Sample Private Rental Agreement for Italy

Table of Contents. Add the following table:

Table 16-8. Instructions for Preparing AE Form 210-50N

Table of Contents. Add the following figures:

- 4-1. Government-Owned Appliance Checklist
- 5-1. Inventory Data Sheet For Redesignation
- 5-2. Sample Termination Letter For GRHP
- 6-1. In-Processing Briefing Checklist
- 6-2. Adequacy Checklist
- 11-1. Property Acceptance Statement
- 11-2 Initial or Renewal Request For Leased Housing
- 11-3. Format For BTL Housing Request
- 11-4. Accommodation Program Request
- 17-1. GRHP Statement Of Understanding
- 17-2. Sample GRHP Contracting Officer Qualification Statement
- 17-3. Technical Life Expectancies
- 17-4. Certificate Of Performance

Paragraph 1-1, Purpose. Add the following:

This supplement provides policy, procedures, and responsibilities for managing Army family housing, unaccompanied personnel housing (UPH), and community homefinding, relocation, and referral services (CHRRS) in USAREUR.

Paragraph 1-15, Other Organizational Entities. Add subparagraphs a and b:

- a. HQ, USAREUR/7A, will prescribe policy and procedures for operating and managing housing at the USAREUR area support groups (ASGs).
- b. USAREUR ASG commanders will operate and manage housing according to the basic regulation and this supplement. Unless otherwise defined, “installation commander” as used in the basic regulation is the same as “ASG commander” in this supplement.

Paragraph 1-18k(2), General Policies. Add the following:

Appendix S provides information on nontemporary storage of household goods in overseas theaters.

Paragraph 1-18, General Policies. Add subparagraph l as follows:

1. When planning to return Government-owned housing to the host nation (HN) or leased Army family housing (AFH) to owners, ASG commanders will--

(1) Offer housing residents affected by the termination of occupancy an opportunity to relocate to alternate Government-controlled quarters (GCQ) voluntarily. To avoid multiple moves, ASG commanders will ensure the new housing unit is not scheduled for release within 6 months of a soldier’s date eligible for return from overseas (DEROS). The move will be at Government expense.

(2) Ask the real estate field office (REFO) to negotiate for partial release of Government-owned housing to preclude mandatory moves when residents do not accept a voluntary move. If lessors are unwilling to negotiate partial release, ASG commanders will help soldiers and their families locate adequate private rental housing (PRH) and negotiate rental agreements with the lessor.

(3) ASG commanders will advise soldiers of the following options, which will preclude multiple moves:

- (a) Early return of family members.
- (b) Reassignment.

(c) Tour curtailment.

NOTE: Appendix T provides guidance to relocate families because of the closure of Government-owned housing or Government-leased housing that was returned to the owners.

Paragraph 1-22, Exceptions and Waivers. Add subparagraph g as follows:

g. Except as specified, ASG commanders may grant exceptions to policy and procedures on a case-by-case basis. This authority may be delegated to base support battalion (BSB) commanders.

Paragraph 2-23a(1), Labor Cost. Add the following:

Man-years are distributed in accounts P191100 (management), P191300 (furnishings), and P194000 (leased housing). Costs will be charged to the appropriate account.

Paragraph 3-2, Grade Comparisons. Add a “Foreign Service” column under Civilian Grade Group in table 3-1 as follows:

Table 3-1 Military and Civilian Schedule of Equivalent Grades		
Military Grade Group	Civilian Grade Group	
	U.S.	Foreign Service
Brigadier General and above	FS 1 and 2
Colonel	FS 3
Lieutenant Colonel	FS 4 and 5
Major		
Captain	FS 6 through FS 8
1st Lieutenant (LT), Chief Warrant Officer 3 (CW3) through CW5	--
2d LT, Warrant Officer 1, and CW2	--
Sergeant First Class through Sergeant Major	--
Sergeant and Staff Sergeant	--
Specialist; Corporal	--
Private through Private First Class	--

Paragraph 3-3, Eligibility for Family Housing. Add the following:

NOTE: When a soldier changes tour status from accompanied to unaccompanied, the soldier is no longer eligible for Government family quarters. ASG commanders will ensure that personnel services detachments coordinate with the BSB housing division to report changes affecting a soldier’s eligibility for AFH.

Paragraph 3-5, Bedroom Eligibility. Add subparagraphs g through l as follows:

g. High school and college students who attend school full-time away from the sponsor’s duty station will be counted as family members in determining bedroom requirements only if they are on the sponsor’s travel orders.

h. A pre-adoptive child will be considered a family member for the test period required by HN laws when determining bedroom requirements of sponsors eligible for Government quarters. In Germany, adopting sponsors must provide written proof from the *Jugendamt* (youth welfare office) or the local equivalent of their intentions to adopt a child placed in their home. The child must be dependent on and in the legal custody and control of the sponsor. In the Netherlands, adoptions are generally not handled through the local authorities. There is a special agreement that the adoption should be finalized in the United States before the child arrives the Netherlands.

i. Persons recognized under UR 600-700 as “members of household” will be considered family members in determining bedroom requirements.

j. A child of a previous marriage will not be considered a family member when determining a family's bedroom requirement unless the sponsor provides documentation showing legal custody of the child for more than 6 months per year. The 6-month period need not be consecutive, but must equal 181 days or more per year.

k. An unmarried soldier who has joint legal custody of dependent children and physical custody for more than 6 months per year is eligible for family quarters. The soldier will not be required to terminate quarters while family members are residing with the other parent. A copy of the court order or settlement document will be included with the application for family housing to show clear evidence of custody periods. Quarters will be supported with AFH funds since forfeiture of basic allowance for housing (BAH) at the with-dependent-rate is required for an assignment to quarters.

l. Participation in foster care or family child care (FCC) programs does not entitle sponsors to assignment to additional bedrooms or relocation to larger quarters. Quarters will be assigned according to sponsor's grade and bedroom requirement.

Paragraph 3-6e, Assignment Provisions. Add the following:

In USAREUR, unaccompanied pregnant soldiers may be assigned to AFH during the last trimester of pregnancy (during or after the 7th month). If an installation has excess AFH and wants to assign the excess quarters to unaccompanied pregnant soldiers until the birth of the children, the facility must be diverted to UPH (para 5-5) and the diversion must be approved by the ASG commander.

Paragraph 3-6i, Assignment Provisions. Add the following:

Foreign (other than U.S.) personnel may be authorized Government housing only when approved by the Commander, USAREUR/7A, ATTN: AEAEN-PWS-HSG, Unit 29351, APO AE 09014.

Paragraph 3-6j(2), Assignment Provisions. Add the following:

Parent organizations of civilian employees, excluding incumbents of USAREUR Red Cross mobile staff positions identified in paragraph 3-11c, will use a DD Form 448 (Military Interdepartmental Purchase Request (MIPR)) to reimburse the local AFH appropriation for the cost of housing services received, to include utilities (app U). The ASG director of resource management and director of public works (DPW) will implement these procedures.

Paragraph 3-6, Assignment Provisions. Add subparagraphs r through v as follows:

r. Sponsors in the United States Army Southern European Task Force (Airborne) (USASETAF (Abn)) who either accept concurrent travel to PRH or who are not authorized concurrent travel to occupy PRH will not be assigned to Government housing unless the CG, USASETAF (Abn), grants an exception to policy. Sponsors may be involuntarily assigned to Government housing for the convenience of the Government.

s. When married soldiers, otherwise without family members, are prevented from living together as a family unit because of duty assignment or distance (more than 1-hour commute), both soldiers will be considered unaccompanied sponsors for housing assignments. When other family members are involved, the soldier entitled to BAH at the with-dependent-rate will be considered the sponsor and eligible for AFH.

t. If a sponsor is reassigned in USAREUR because of an intertheater transfer (ITT) or consecutive overseas tour (COT), he or she may remain temporarily in family housing at the old duty station if the new duty station is within 1-hour commuting distance and housing at the gaining installation will be available within 60 days of the sponsor's reporting date.

u. If a sponsor is reassigned in USAREUR because of an ITT or COT, he or she may remain permanently in family housing at the old duty station if the new duty station is a "paired community" (communities within a 45-minute commuting distance during rush-hour traffic or inclement weather).

v. U.S. personnel assigned to the Oberammergau NATO School will receive BAH, an overseas housing allowance (OHA), and reside in German Government-controlled housing in Oberammergau, or voluntarily reside in PRH.

Paragraph 3-8e, Waiting Lists. Add the following:

Soldiers will be assigned permanent quarters through normal progression on the waiting list. If a request for an exception to policy is approved because of medical complications with a pregnancy, the soldier's name will be added to the bottom of the freeze zone of the waiting list. To maintain eligibility for AFH after the birth of the child, the soldier must provide the local housing-services office documentation of an approved tour extension for an accompanied tour and command sponsorship for the newborn child within 30 days after the birth.

Paragraph 3-8h, Waiting Lists. Add the following:

Soldiers who receive orders for an ITT or COT may be placed on the waiting list at the gaining installation 60 days before their reporting date. The soldier must provide a copy of their orders to the gaining housing division before being placed on the waiting list. The eligibility date will be established in accordance with the basic AR.

Paragraph 3-8, Waiting Lists. Add subparagraphs r through t as follows:

r. Army Married Couples Program members (formerly joint domicile) assigned to adjacent communities within the 1-hour commuting distance may apply for Army family housing at the installation of their choice, but not at both. Both soldiers must be able to complete the prescribed accompanied tour (normally 36 months) to be eligible for AFH.

s. When a soldier married to another soldier arrives unaccompanied, the sponsor may apply for quarters. If the spouse or family members have not arrived when the sponsor's name reaches the top of the freeze zone, the position will be held until family members arrive. The housing manager may make local exceptions and may assign quarters if the spouse already has travel orders or if the family is on the sponsor's orders and is prepared to travel.

t. Sponsors who require an exception to policy for medical reasons will submit a written request for exception through their chain of command to the housing manager. The request will include--

(1) A statement of justification for the exception and the endorsement of the sponsor's commander.

(2) A statement from the commander of the military medical facility. The physician's statement should confirm that the medical reason for requesting the exception exists and explain what effect the condition has on the family's housing requirement.

Paragraph 3-9, Eligibility Date. Add subparagraphs f and g as follows:

f. Soldiers on an unaccompanied tour may request a change to an accompanied tour status before family members arrive in USAREUR.

(1) The date of eligibility for housing will be the date the sponsor applied for command sponsorship.

(a) Before the eligibility date is used to determine placement on the waiting list for housing, the sponsor must document approval of the tour conversion and command sponsorship, and must complete a housing application.

(b) If the sponsor does not apply for housing within 30 days of the approval of tour conversion, the eligibility date will be the date of application.

(2) A soldier married to another soldier may be placed on the housing waiting list and assigned quarters before receiving confirmation that a tour conversion is approved.

(a) Documentation of the tour conversion must be provided within 30 days of assignment.

(b) Both soldiers must be able to complete the prescribed accompanied tour (normally 36 months) to be eligible for AFH.

g. After soldiers in the Married Army Couple Program make a final decision as to which community they wish to reside, the eligibility date will be based on the senior soldier's grade.

Paragraph 3-11, Key and Essential Personnel. Add subparagraphs c through g as follows:

c. Key and essential (K&E) positions are not automatically authorized “designated-position housing units.” These positions are established for the purpose of assigning housing on a priority basis. In USAREUR, the following are designated as K&E positions (excludes Army personnel who receive housing support in an Air Force community)--

(1) Military.

- (a) General and flag officers.
- (b) Centrally selected colonel-level (O6) commanders.
- (c) Command Sergeant Major (CSM), USAREUR/7A.
- (d) CSM, V Corps.
- (e) CSM, 21st Theater Support Command.
- (f) CSM, USASETAF (Abn) and 5th TAACOM.
- (g) CSM, 1st Infantry Division.
- (h) CSM, 1st Armored Division.
- (i) CSMs of colonel-level (O6) commands.

(2) Civilian.

- (a) Senior executive members.
- (b) Foreign service (FS) officers in grades FS 1 and FS 2 assigned as political advisers to military commands.

(3) USAREUR Red Cross Mobile Staff.

- (a) Ansbach, Germany: Station manager.
- (b) Bamberg, Germany: Station manager.
- (c) Baumholder, Germany: Station manager.
- (d) Darmstadt, Germany: Station manager.
- (e) Gießen, Germany: Station manager.
- (f) Grafenwöhr, Germany: Station manager.
- (g) Hanau, Germany: Hub and assistant station managers (two positions).
- (h) Heidelberg, Germany: Station and assistant managers (two positions).
- (i) Kitzingen, Germany: Station manager.
- (j) Mannheim, Germany: Hub and assistant managers (two positions).
- (k) Schweinfurt, Germany: Station and assistant managers (two positions).
- (l) Stuttgart, Germany: Station and two assistant managers (three positions).

(m) Vicenza, Italy: Hub and assistant managers (two positions).

(n) Vilseck, Germany: Station manager.

(o) Wiesbaden, Germany: Station manager.

(p) Würzburg, Germany: Station and assistant managers (two positions).

d. According to the basic regulation, ASG commanders may designate other K&E positions in their command. Only military personnel and DOD civilians may be designated as K&E. ASG commanders may not designate contractor personnel or other DOD-sponsored civilians as K&E. ASG commanders are the approving authority for adding or deleting positions from the K&E list. ASG commanders will identify K&E positions in writing. Housing managers will maintain a list of K&E positions.

e. Incoming accompanied K&E personnel will be--

(1) Added as a priority 1 to the appropriate waiting list by date of eligibility.

(2) Assigned the next dwelling unit that becomes available in the appropriate category.

f. During unit moves, K&E personnel will be given housing priority without regard to other assignment factors. This applies to both AFH and UPH.

g. Designated-position housing units are family-housing-dwelling units identified for occupancy by the incumbents of approved K&E positions. The designation of these units should be kept to a minimum.

(1) K&E-position personnel eligible for designated-position housing units will be assigned to the dwelling unit identified for that position.

(2) If a dwelling unit designated for a K&E position is occupied by other than K&E personnel when the unit is designated, the military residents will be relocated through attrition.

(3) If K&E personnel occupying designated-position housing are reassigned to a duty position that is not authorized designated-position housing, they will be relocated at Government expense. The relocation will be to other quarters appropriate to their grade and bedroom requirement. These K&E personnel will be placed at the top of the appropriate waiting list and assigned the next available quarters in the appropriate category. This action will be completed within 30 days of reassignment.

(4) If the incumbent of a K&E position is designated for family quarters but is not eligible for AFH, a dwelling unit may be diverted to UPH, if adequate UPH quarters are not available. Soldiers entitled to BAH at the with-dependent-rate may not be assigned UPH in excess of minimum-space adequacy standards without affecting BAH, except under the conditions in DOD 7000.14R, volume 7AA, paragraph 260301C.

Paragraph 3-12, Substandard Housing Assignment. Add the following:

USAREUR has no substandard family housing dwelling units. In USAREUR, all dwelling units that have not been renovated to current construction standards meet minimum adequacy standards for assignment.

Paragraph 3-13, Mandatory Assignment (Foreign Areas Only). Add subparagraph h as follows:

h. The installation commander may mandatorily assign soldiers to housing that meets minimum adequacy standards. This policy must be in writing and signed by the installation or ASG commander, who delegates this authority. The policy will include, as a minimum, the grades of soldiers that may be mandatorily assigned and the maximum waiting period (for example, 90 days) soldiers are required to wait for an assignment before receiving a SNA. All soldiers will be provided a copy of this policy.

Paragraph 3-17a, Occupancy by Nonfamily Members. Add the following:

Social visits by non-family members in Government-controlled family housing are limited to 90 days per calendar year. Permission for visits exceeding 90 days requires an approved exception to policy from the ASG commander.

Paragraph 3-17h, Occupancy by Nonfamily Members. Add subparagraphs (1) and (2) as follows:

(1) The ASG commander is the approval authority for requests for persons who provide domestic services (for example, household duties, babysitting) to reside in Government-controlled housing, to include leased and Government Rental Housing Program (GRHP) quarters. Military and civilian sponsors who want a live-in domestic employee must follow USAREUR and employment requirements before requesting this approval. The HN employment requirements vary, depending on the country; therefore, sponsors should contact their legal assistance office before hiring a domestic employee. The person hired as a live-in domestic employee must be registered with local authorities. An employer who houses an illegal alien or a non-registered domestic employee may be subject to deportation costs, administrative and criminal fines by HN authorities, and loss of Government quarters. A live-in domestic employee is prohibited from residing in attic spaces and basement rooms of AFH. Appendix V provides guidance and procedures for housing a domestic employee in GCQ.

(2) When a sponsor wishes to allow a nondependent family member to reside in quarters with the sponsor's family because of medical, financial, or other reason, the sponsor must submit a request through the BSB housing division to the ASG commander for approval. The sponsor will submit the request in 90 days after the nondependent family member arrives at the sponsor's quarters. Additional information may be found in UR 600-700.

Paragraph 3-19a, Termination of Housing. Add subparagraph (6) as follows:

(6) When a soldier's tour status changes from accompanied to unaccompanied.

Paragraph 3-20c, Exceptions to Immediate Termination. Add the following:

Soldiers may request an exception to policy for family members to remain in USAREUR for up to 90 days after a permanent change-of-station (PCS) move to the continental United States.

(1) The request will be submitted by the soldier, in writing, through personnel channels to the ASG commander for approval. Requests should be routed through the housing division to determine the affect on the local housing situation.

(2) The 90-day period applies only to soldiers who PCS and remain on active duty. The 90-day period does not apply to soldiers who retire or separate from active duty; nor does the 90-day period apply to soldiers who separate in USAREUR.

(3) ASG commanders may approve retention of Government-controlled housing for up to 90 days after the sponsor's PCS as part of the request for delayed return.

(4) After the 90-day period, unaccompanied family members are no longer eligible for Government housing and are only entitled to limited individual logistic support (ILS) specified in UR 600-700.

(5) Because of the Status of Forces Agreement (SOFA), neither ASG nor BSB commanders are authorized to approve requests for family members to remain in Government housing longer than 90 days for those sponsors who PCS outside USAREUR. Exceptions require the consent of HN authorities.

(6) Soldiers assigned to a family-housing unit acquired under the GRHP must terminate quarters on their departure, and family members are not authorized to retain the unit after the sponsor's departure. Units acquired under the GRHP are acquired on behalf of the individual soldier and only for the duration of the soldier's accompanied tour.

Paragraph 3-20g, Exceptions to Immediate Termination. Add the following:

Provisions of the German Supplementary Agreement to the NATO SOFA restrict ILS to soldiers who voluntarily or involuntarily separate in USAREUR. Soldiers separating in USAREUR are no longer considered members of the force and lose their entitlement to housing.

(1) Soldiers are not authorized to reside in Government housing after retirement or separation.

(2) The ASG commander does not have the authority to allow sponsors or their family members residence in Government housing after retirement or separation. Exceptions require consent of HN authorities. The soldiers' lack of planning for retirement or separation (for example, failure to acquire PRH or make timely arrangements for quarters clearance) does not justify retention of Government housing.

Paragraph 3-20, Exception to Immediate Termination. Add subparagraph i as follows:

i. Policy and procedures regarding the occupancy of Government and private housing during deployment are prescribed in appendix W.

Paragraph 3-23c, Eviction and Repossession of Units. Add the following to subparagraph c:

Appendix X provides eviction procedures.

Paragraph 3-24, Policy. Add the following:

In USAREUR, home-based businesses are governed by UR 210-70. Sponsors, their family members, or both who wish to operate a limited home-based business or service must first acquire the ASG commander's approval. The business must not detract from ASG operations or inconvenience or disrupt the quality of life of other residents. Quarters-based FCC services may be conducted according to AR 608-10.

Paragraph 3-27a, Priorities of Assignment. Add the following:

Table 3-5 shows priorities of assignment in USAREUR.

Paragraph 3-29f, Assignment of Housing to Permanent Party Personnel. Add the following:

Both provisions must be met in order for BAH not to be affected. If one of the provisions is not met, BAH is affected.

Paragraph 3-29, Assignment of Housing to Permanent Party Personnel. Add subparagraphs h and I as follows:

h. ASG commanders will establish policy for overnight visitors in permanent UPH quarters. If local policy permits overnight visitors in UPH, the following provisions should be included:

(1) Residents are required to notify the housing division when a visitor's stay will exceed 30 consecutive days.

(2) Procedures are identified to coordinate with the local finance and accounting office (FAO) who will determine if housing allowances should be forfeited when a resident's visitor is a family member and the visit exceeds 30 consecutive days.

i. Unless a policy regarding pets in permanent UPH quarters is established by the ASG commander, residents of officer quarters and senior enlisted quarters will adhere to the same standard for pets established for soldier quarters and barracks.

Paragraph 3-32, Assignment of Housing to Reserve Component Personnel. Add subparagraphs i and j as follows:

i. Cadet Troop Leader Training Program. Installations hosting cadets from the United States Military Academy, West Point, and the Reserve Officers Training Corps participating in the Cadet Troop Leader Training Program will provide Government-controlled housing, when available, based on the following priorities:

(1) Permanent party UPH officer's quarters.

(2) Permanent party UPH senior enlisted quarters.

(3) Permanent party UPH enlisted quarters for sergeants or staff sergeants.

j. If permanent GCQ are not available, cadets should be referred to Government-transient facilities.

Paragraph 3-33d, Assignment of Housing to Civilian Employees. Add the following:

Rental charges for civilians residing in UPH will be according to this supplement, appendix U; UR 600-437; or UR 690-74, as applicable.

Paragraph 3-33, Assignment of Housing to Civilian Employees. Add subparagraph e as follows:

e. College students hired as interns or summer hires for morale, welfare, and recreation or Department of Defense Dependents Schools programs will be housed according to paragraph 3-32i. If UPH quarters are not available, college students may be housed in excess AFH that has been diverted to UPH. Parent organizations will reimburse the local AFH appropriations for the cost of housing services (to include utilities) while the students occupy Government quarters.

Paragraph 3-36, Authority to Live Off-Post. Add subparagraphs e and f as follows:

e. When adequate quarters are available, unaccompanied personnel in the rank of sergeant first class and above, who are entitled to BAH at the “without dependent” rate and elect to reside in PRH, will be in a temporary lodging allowance (TLA) status while seeking permanent PRH.

f. When adequate quarters are available, unaccompanied personnel in the rank of sergeant first class and above, who are entitled to BAH at the “with dependent” rate and serving an “all other tour,” will be assigned to Government quarters. If adequate quarters are not available, a statement of nonavailability (SNA) will be issued, and personnel are entitled to receive TLA while seeking permanent PRH.

Paragraph 3-37c, Nonavailability of Adequate Permanent Party Housing. Add the following:

AE Form 210-50A (Facility Use and Inventory Record) will be used.

Table 3-3, Priority of Assignment for Family Housing. Add the following to priority 2:

Independent duty personnel (note 5).

Table 3-3, Priority of Assignment for Family Housing. Add note 5 to priority 2 as follows:

5. Independent duty personnel are a small group or a single member with duty away from any military-concentration areas of the parent service, where a member could not be reasonably expected to be supported by facilities (for example, family housing) of that parent service.

Table 3-4, Priorities of Assignment for SOQ, OQ, SEQ, and EQ. Add priorities 4 and 6 as follows:

Table 3-4 Priorities of Assignment for SOQ, OQ, SEQ, and EQ	
Priority	Personnel Category (note 1).
4	Personnel on a with-dependents tour awaiting assignment to family quarters (note 2).
6	Foreign military personnel and military personnel who have family members but are temporarily unaccompanied because of compassionate reassignment or other reasons (local command decision must be documented properly).

Paragraph 4-3, Adequacy Standards for Government-Controlled Family Housing. Add the following to subparagraph a:

Adequacy standards apply to all leased AFH dwelling units, to include units acquired under the GRHP.

Paragraph 4-3b(4)(a), Adequacy Standards for Government-Controlled Family Housing. Add the following:

Balcony rails must be at least 1.10 meters high and the gap between vertical bars must be at least .10 meters for safety. Windows and patio and balcony doors must be lockable. Ramps and other special equipment for exceptional family members, when required, must be provided. Asbestos requirements must be met before acquisition.

Paragraph 4-3b(4)(c), Adequacy Standards for Government-Controlled Family Housing. Add the following:

Three or more bedroom units are required to have two full bathrooms. Bathrooms must include a mirrored cabinet mounted on the wall above the sink and a storage cabinet (preferably under the sink).

Paragraph 4-3b(4)(d), Adequacy Standards for Government-Controlled Family Housing. Add the following:

Hot and cold running water from the kitchen sink, counter space for food preparation, and wall-mounted kitchen cabinets are required. European appliances (for example, refrigerator, range with oven, dishwasher) must meet the criteria in AR 210-6, if not cost-prohibitive. If European appliances are inadequate, hook-ups and appropriate space to accommodate a U.S. Government-issued range, refrigerator, and dishwasher are required.

Paragraph 4-3b(4)(e), Adequacy Standards for Government-Controlled Family Housing. Add the following:

Areas for collection and removal of garbage must be provided.

Paragraph 4-3b(4)(g), Adequacy Standards for Government-Controlled Family Housing. Add the following:

Electrical service is required for lighting, other electrical equipment, and electrical outlets to meet the demands of U.S.-manufactured appliances (for example, washers, dryers, refrigerators, ranges, dishwashers). Television connections and telephone hookups are required in the livingroom and all bedrooms.

Paragraph 4-3b(4)(j), Adequacy Standards for Government-Controlled Family Housing. Add the following:

Buildings must meet HN fire-code regulations. The DPW will request municipal fire departments to inspect the building before the soldier signs a lease.

Paragraph 4-3b(4), Adequacy Standards for Government-Controlled Family Housing. Add subparagraphs (k) and (l) as follows:

(k) Each dwelling unit will have a laundry room with washer and dryer connections.

(l) Doorways, hallways, stairwells, and elevators must be large enough for furnishings (particularly large beds) and U.S.-manufactured appliances.

Paragraph 4-3, Adequacy Standards for Government-Controlled Family Housing. Add subparagraph f as follows:

f. Build-to-lease (BTL) family housing must meet adequacy criteria in a through e above and the following:

(1) The housing must be located in a residential area that is acceptable by health, sanitation, and safety standards. Locations near factories, industrial processing plants, garbage- and trash-disposal areas, or other places subject to offensive odors, noises, or fumes are not acceptable.

(2) Elevators must be installed for buildings with five or more stories. The lease agreement must state that the lessor will provide routine maintenance and include specific trouble-response procedures.

(3) Although 110-volt power outlets are not required, they are desirable if not cost prohibitive.

(4) The hot-water system must have a capacity of at least 160 liters per dwelling unit and a recovery rate of at least 100 liters per hour or unit at 50 to 60 degrees centigrade.

(5) Dwelling units must have potable-water delivery of a quality and quantity that meets U.S.-medical standards.

- (6) The housing must have adequate exits with a door that opens to the outside. In multi-family facilities, exit doors must have emergency or panic hardware installed.
- (7) The required stairway width for housing with fewer than 15 dwelling units is 92 centimeters; for housing with more than 15 dwelling units the required width is 1.12 meters.
- (8) Handrails must be installed on one side of the stairs for single-family dwelling units and on both sides of the stairs for buildings with multi-dwelling units. Guardrails at landings must be at least 92 centimeters in height.
- (9) Window guards must be installed on bedroom and livingroom windows. Childproof-window locks may be substituted.
- (10) Ceiling light fixtures must be mounted as follows:
- (a) Bedrooms: One 60-watt light per room.
 - (b) Livingroom: One light for two 75-watt bulbs.
 - (c) Dining Area: One light for two 75-watt bulbs.
 - (d) Kitchen: One light for two 75-watt bulbs and one light above the workareas (specify location, size, and incandescent or neon).
 - (e) Hallway: One 60-watt light per hallway.
 - (f) Bathrooms: One 75-watt light and one 75-watt light above each mirror; may be part of the medicine cabinet (specify location, size, and incandescent or neon).
- (11) Bathrooms must include--
- (a) A shower with doors and a shower hose with a wall-mounted adjustment rod.
 - (b) Soap dishes installed in the washbasin, bathtub, and shower.
 - (c) Towel bars for at least two towels per bathroom.
 - (d) A medicine cabinet over the sink with an electric outlet. In separate bathrooms a mirror and a lamp over the sink is sufficient.
 - (e) An automatic timer-exhaust system.
 - (f) Walls tiled at least door-high. The walls in the bathtub and shower areas must be tiled to the ceiling.
 - (g) A clothing hook or hooks on the inside of bathroom doors.
 - (h) If there is not a separate shower stall, a bathtub with a shower hose and a wall-mounted adjustment rod and shower curtain rod around the tub.
- (12) Adequate off-street parking must be available. One and one-half spaces per dwelling unit is the minimum; two spaces per dwelling unit is preferred.
- (13) The dwelling unit will be wired with an internal television cable system. The owner must permit the installation of head-end and satellite dish equipment by the U.S. Government.
- (14) The interior of the dwelling unit must be painted with washable, lead-free, latex paint. A mildew-preventing additive will be used in bathrooms, according to AR 420-70.
- (15) A secure storage area must be available for each dwelling unit.

(16) At least 4 square meters per dwelling unit must be set aside for playgrounds at multi-family buildings and row houses. Playgrounds must include equipment appropriate to the age of the children expected to use it. The lessor will be responsible for replacing the sand in each sandbox and, if used, with playgrounds at least once a year, preferably in the spring. Playground equipment must comply with International Standards Organization (ISO), Consumer Product Safety Commission (CPSC), and *Deutsche Industrie Norm (DIN)* Standards. Chromated copper arsenate (CC) should not be used as a preservative in wood above *DIN* standards.

Paragraph 4-3, Adequacy Standards for Government-Controlled Family Housing. Add subparagraph g as follows:

g. Attic spaces and maids quarters do not meet National Fire Protection Agency (NFPA) standards (for example, Life Safety Codes) and are prohibited from being used as living quarters or sleeping areas. Compliance with NFPA standards is mandated by Public Law 104-113, the National Technology Transfer and Advancement Act of 1995, and cannot be waived.

Paragraph 4-4a(2), Adequacy Standards for Government-Controlled UPH and GH. Add the following:

The USAREUR quality of life 1+1 occupancy standard provides--

- (a) Two soldiers per module with semi-private bath.
- (b) One noncommissioned officer (NCO) per module with private bath.

Paragraph 4-5b, Determination of Adequacy. Add subparagraph (3) as follows:

(3) Figure 4-1 is a checklist housing inspectors use to determine whether or not a unit has sufficient space and electrical outlets for Government-issued appliances.

1. MEASUREMENT OF: (measurements will be in centimeters)		WIDTH	
a. Building-entrance doorway		_____	
b. Apartment-entrance doorway		_____	
c. Bathroom doorframe		_____	
d. Kitchen doorframe		_____	
e. Laundry-room doorframe		_____	
2. SPACE AVAILBLE FOR:	HEIGHT	WIDTH	DEPTH
a. Range	_____	_____	_____
b. Refrigerator	_____	_____	_____
c. Dishwasher	_____	_____	_____
d. Dryer	_____	_____	_____
e. Washer	_____	_____	_____
3. CONNECTIONS FOR:	YES	NO	REMARKS
a. Range (electric)	_____	_____	_____
b. Range (gas)	_____	_____	_____
Safety cutoff valve	_____	_____	_____
c. Refrigerator	_____	_____	_____
d. Dishwasher	_____	_____	_____
Cold-water line available	_____	_____	_____
e. Dryer	_____	_____	_____
With exhaust hose outlet	_____	_____	_____
f. Washer	_____	_____	_____
Cold-water line available	_____	_____	_____
Hot-water line available	_____	_____	_____
Drain line for washer hose	_____	_____	_____
UNIT ADDRESS: _____			
INSPECTOR: _____		DATE: _____	
NOTE: Verify power supply is adequate for appliances, annotate in remarks, and provide copy of completed checklist to the centralized furnishings management office.			

***Figure 4-1. Government-Owned Appliance Checklist**

***This format will be used only as a guide and will not be printed, reproduced, or stocked.**

Paragraph 4-5c(3)c, Condition. Add the following:

Hot water in sufficient temperature and quantity for installed plumbing fixtures to serve U.S.-appliances and to meet the family’s needs. A hot-water outlet is not required when German-made washing machines are available through the furnishings management office.

Paragraph 4-5c(3)(e), Condition. Add the following:

The heating system should be sufficient to provide healthy and comfortable living conditions. This does not include portable heaters.

Paragraph 4-5c(3)(g), Condition. Add the following:

The kitchen must have space for kitchen cabinets, if cabinets are not already installed.

Paragraph 5-5a(3), Reallocation of Family Housing. Add subparagraph (f) as follows:

- (f) Reallocating a full stairwell, when possible.

Paragraph 5-5b(2), Diversion of Family Housing. Add the following:

The cost of operating, maintaining, and repairing diverted Government-owned AFH units will be funded by the Army Family Housing Appropriation. To ensure an audit trail, BSB housing-services offices will change the HOMES status code to “diverted” for approved temporary diversions. The authority to divert Government-owned AFH to UPH for CSMs, lieutenant colonels, colonels, and generals entitled to BAH at the without-dependent-rate is delegated to ASG commanders. ASGs are required to notify HQ USAREUR/7A in writing of any diversions of this nature. Additionally, the authority to temporarily divert Government-owned AFH to UPH for unaccompanied pregnant soldiers is delegated to ASG commanders, provided the ASG commander--

- (a) Establishes an audit trail that shows real-property records and changes installation facilities system (IFS) “M” coding for diverted AFH.

- (b) Ensures that the BSB housing division provides a current list of diverted AFH on an as-needed basis to the DPW Real Property and Engineer Resource Management.

- (c) Ensures that when temporary diversions to UPH are rescinded, the IFS and property records “M” coding is changed back to AFH after dependency is established.

Paragraph 5-5b(3), Diversion of Family Housing. Add subparagraphs (c) and (d) as follows:

- (c) Permanently assigned incumbents of special CSM positions who are entitled to BAH at the without-dependent-rate and are required to reside on the installation. This applies only when available UPH facilities lack the entertainment area to meet social obligations.

- (d) Unaccompanied pregnant soldiers during the last trimester of pregnancy (during or after the 7th month). These soldiers will forfeit their housing allowances during the period of occupancy.

Paragraph 5-6a(2), Redesignation and Conversion of Family Housing. Add the following:

Requests for the redesignation of general/flag officer quarters (GFOQ) and installation commanders quarters will be submitted in writing by the BSB commander through the respective ASG commander to the Commander, USAREUR/7A, ATTN: AEAEN-PW-HSG, Unit 29351, APO AE 09014. The request will include the 6-year GFOQ plan and information outlined in figure 5-1.

INVENTORY DATA SHEET FOR REDESIGNATION

Number of units proposed for designation:	
Building Number/Address:	
Number of Bedrooms:	Type of Unit:
Net Living Space:	Gross Living Space:
Current CATCODE:	Proposed CATCODE:
Year Built:	Government Owned or Leased:
Historical Unit:	Adequate:
Current Designation:	Proposed Designation:
Duration of Designation:	Unit Located on Military Kaserne:
Full Name of Occupant:	
Rank:	Position:
Branch of Service:	Special Command Position:
Arrival Date:	Assignment Date:
Estimated Expenditures:	
(Estimated costs for initial general officer occupancy; include issue or replacement of carpet and draperies, if necessary.)	

*** Figure 5-1. Inventory Data Sheet for Redesignation**

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Paragraph 5-9, Disposal of Family Housing. Add subparagraphs g through I as follows:

g. The ASG DPW and the REFO servicing the BSB will coordinate disposal of Government-owned AFH.

h. Requests to terminate Government-leased AFH will be processed according to--

(1) UR 405-4 (for Belgium, the Netherlands, and Luxembourg).

(2) UR 405-8 (for Germany).

(3) UR 405-9 (for Italy).

i. Requests to terminate GRHP leases will conform to the following guidance:

(1) The GRHP contracting officer (CO) will give written termination notice to the landlord according to the terms of the GRHP lease. Figure 5-2 is a sample termination letter. The GRHP CO also will send copies of the termination letter to the utility division and real property section of the DPW and to the appropriate FAO.

(Address of Lessor)

Notice of Termination of GRHP Lease Contract Number

1. According to Article 2 of the subject lease, the U.S. Forces are terminating the leased premises located at _____ (address) _____, effective _____ (date) _____.
2. Request you or your representative be present on _____ (date) _____ at _____ (time) _____ to conduct a final inventory and condition report of the leased premises.

Contracting Officer Signature

CF:
DPW (Real Property Branch)
DPW (Utilities)
FAO

***Figure 5-2. Sample Termination Letter for GRHP**

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(2) When notified that a GRHP lease will be terminated, the utilities division will notify the utility suppliers and the regional contracting office (RCO) of the intended termination. The RCO will formally terminate the utilities contract. The GRHP CO is not authorized to order, accept, or terminate services with suppliers.

(3) The GRHP specialist will conduct a termination inspection with the landlord. The results of the inspection will be documented on AE Form 210-50C (GRHP Premises Condition and Inventory).

(4) The sponsor will be charged for damages to the unit beyond fair wear and tear, according to AR 735-5.

(5) Claims will be processed according to this supplement, paragraph 17-8.

(6) The real property section should remove the unit from the real property records and the IFS.

Paragraph 5-12c, Diversion Documentation. Add the following:

ASG commanders must send an information copy of approved diversions to the Commander, USAREUR/7A, ATTN: AEAEN-PW-HSG, Unit 29351, APO AE 09014.

Paragraph 5-13b, Conversion of UPH. Add the following:

The housing manager will submit conversion requests through the ASG to the Commander, USAREUR/7A, ATTN: AEAEN-PW-HSG, Unit 29351, APO AE 09014. Requests must include the information required, according to the basic regulation and UR 405-15.

Paragraph 6-1, Scope. Add the following:

In USAREUR, the CHRHS programs are managed by the customer service branch.

Paragraph 6-3a, Eligibility. Add the following:

(3) Other personnel who are eligible for ILS from the Army (UR 600-700) (for example, United Service Organization, American Red Cross, Army and Air Force Exchange Service personnel).

Paragraph 6-4, Community Homefinding, Relocation, and Referral Services Functions. Add subparagraph f as follows.

f. The BSB housing division will coordinate with the installation's centralized in- and out-processing facility to ensure that personnel seeking PRH are briefed on CHRRS policy and procedures and receive a CHRRS handout according to the basic regulation and UR 612-1.

Paragraph 6-5, Community Homefinding, Relocation, and Referral Services Staffing. Add subparagraphs c and d as follows:

c. The customer service branch will use military nontactical vehicles to provide transportation to perform inspections and conduct other normal operations. When the ASG cannot provide transportation services to enable newly arrived personnel to see apartments, the ASG commander may elect to contract for a transportation and translation service. This service may be provided during evenings and weekends.

d. The customer service branch requires access to expert legal advice on HN rental laws to know when to recommend that sponsors to seek legal counsel. ASG commanders should ensure that this information is readily available, either from the ASG staff judge advocate (SJA) or through a contract with a local source (for example, tenants association).

Paragraph 6-7a, Housing Listings. Add subparagraphs (1) and (2) as follows:

(1) In USAREUR, housing managers will list units on AE Form 210-50G (Detailed CHRRS Rental Listing) or the HOMES equivalent. The back of AE Form 210-50G is a statement of assurance that the unit will be available to the housing division. Landlords or rental agents must sign this form before their units may be listed with the housing division. A verbal assurance of availability may be accepted if necessary. When verbal assurances are accepted, the individual who accepted the assurance will document the file with a memorandum for record.

(2) The ASG commander may determine to implement either an open referral system or a waiting-list system for PRH, based on the local rental market. Appendix Y provides basic procedures for open referral and waiting-list systems. BSB housing managers wishing to implement another system should first consult with the ASG housing manager.

Paragraph 6-8b, Assistance and Counseling. Add the following:

Figure 6-1 is a checklist for housing personnel to use when briefing newly arrived personnel. Leases should be standardized and written in both English and the local language. AE Form 210-50J (Mietvertrag – Rental Agreement) is a standard lease for soldiers in Germany. If a landlord chooses not to use a standard lease, the housing division will try to include a military transfer clause in the lease that is used. The customer service representative should brief the sponsor on the contents of the lease and advise the sponsor that the local SJA may provide a legal review before the sponsor signs the lease. A sample PRH rental agreement is in appendix AB.

CUSTOMER NAME: _____

DATE: _____

This checklist shows that customers have been briefed on all aspects of the Community Homefinding, Relocation, and Referral Services (CHRRS). The customer signature below indicates that the customer understands his or her responsibilities concerning each of the items listed and how they may be helped. The following questions must be answered before signing:

1. CHRRS policy and procedures, the application process, waiting list and open referral procedures, policy of 1 year in a private rental. _____
2. Equal opportunity in housing. What to do if you believe you have been discriminated against. _____
3. Restrictive sanctions and nonreferral lists. _____
4. How local rental laws differ from U.S. rental laws; rights and responsibilities as a tenant; landlord rights and responsibilities. _____
5. What to look for in a lease: military release clause (transfer clause), redecoration costs, utility costs. _____
6. Assistance available from CHRRS, Office of the SJA, and other sources. _____
7. Housing allowances: BAH, Overseas Housing Allowance (OHA), and move-in housing allowance. How to get advance OHA. _____
8. How to get utility and telephone service. _____
9. Available Government furniture and appliances; how to get them. _____
10. Local bus or train service and schoolbus routes; how to sign up for the schoolbus. _____
11. TLA procedures. _____
12. Family travel procedures. _____
13. Common guidelines for living overseas. _____

The customer signing below has received a copy of the CHRRS handout, the restrictive sanctions, nonreferral lists, and has been briefed on the items listed above.

Customer Signature

CHRRS Representative Signature

Date

Date

***Figure 6-1. Inprocessing Briefing Checklist**

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Paragraph 6-8c(4), Assistance and Counseling. Add the following:

The mandatory 1-year occupancy requirement for PRH is rescinded.

Paragraph 6-8, Assistance and Counseling. Add subparagraphs h through j as follows:

- h. Conduct inspections of PRH.

(1) Housing managers will inspect units offered to the housing division to ensure they meet adequacy standards before they are accepted as a new listing. This inspection should be conducted before an in-check, if possible. Figure 6-2 is a sample checklist that may be used to determine adequacy of a PRH unit. This checklist also covers the basic information required by the furnishings management branch (FMB) when Government-owned furnishings and equipment will be used in the PRH unit. If a checklist is used, a copy should be kept in the customer's file.

LANDLORD: _____ TENANT: _____
CITY: _____ STREET: _____ PHONE: _____

1. Is the unit within commuting distance? _____
 Nearest installation: _____ Rush-hour drive time: _____
2. Does the lease have a transfer clause? _____
3. Is the unit a complete dwelling with private entrance, bath, and kitchen for sole use of the resident? _____
4. Is the unit arranged so that the kitchen and bathroom may be entered without passing through bedrooms (and vice versa) and each bedroom may be entered without passing through another bedroom? _____
5. Does the unit have enough bedrooms to meet the criteria for on-post housing for this family? _____
6. Does the unit meet the minimum-size criteria for the number of bedrooms and sponsor's rank (AR 210-50)? _____
7. Is there at least one bathroom with a toilet, a washbasin, and a bathtub or shower? _____
8. Does the unit have adequate sanitary facilities and sewage disposal? _____
9. Does the unit have a continuous supply of potable water? _____
10. Is there sufficient hot water for installed plumbing fixtures and appliances? _____
11. Is there a kitchen with a sink, running water, and space for a range, a refrigerator, and food preparation? _____
12. Is the electrical service sufficient for lighting and normal electrical equipment? _____
13. Does the unit have washer and dryer connections? _____
 If not, are laundry facilities reasonably available? _____
14. Are permanently installed heating facilities sufficient to provide healthy, comfortable living conditions? (Do not include portable heaters.) _____
15. Is the unit structurally sound and without serious potential hazard to residents? _____
16. Is the unit in good repair inside and out, providing adequate shelter from the elements? _____
17. Are there suitable roadways, sidewalks, and steps for convenient access to the unit? _____

18. Is the unit in a residential area and acceptable from a health, sanitation, and safety standpoint? (Locations adjacent to factories, industrial processing plants, garbage- and trash-disposal areas, or other places subject to offensive odors, noises, or fumes are not acceptable.) _____

19. Is parking available on the premises or on adjacent property? _____

If not, is parking reasonably available on the street? _____

20. Is the total monthly cost for the unit within the tenant's maximum available housing allowance, including out-of-pocket costs? _____

Total cost of unit: _____ Tenant's maximum housing allowance: _____

THIS UNIT IS: _____ ADEQUATE
_____ INADEQUATE
_____ PHYSICALLY ADEQUATE, BUT NOT FOR THIS SPONSOR

INSPECTOR: _____ DATE: _____

***Figure 6-2. Adequacy Checklist for PRH**

***This format will be used only as a guide and will not be printed, reproduced, or stocked.**

(2) Residents will conduct an in-check jointly with the landlord (or the landlord's representative) before accepting the property. During the in-check, AE Form 210-50H (Premises Condition and Inventory Report) will be completed and the utility meters will be read. The landlord and tenant should sign AE Form 210-50H. The original will be kept in the housing division files; the landlord and the tenant each receive a copy. If the landlord declines to take part in the inspection, the tenant should conduct the inspection with a witness and send a copy of the completed AE Form 210-50H to the landlord.

(3) Residents will conduct an out-check jointly with the landlord or his or her representative. During the out-check, the resident and landlord will use AE Form 210-50H to compare the condition of the unit with the condition it was in at the time the resident moved in. Final utility meter readings will be taken and the landlord will be asked to present any claims for damages, utilities, or rent. The landlord and tenant will attempt to negotiate a settlement and arrange for the security deposit to be returned.

(4) The resident will coordinate out-checks with the furnishings office at least 10 days before completing AE Form 210-50H.

i. Provide briefings to departing personnel on procedures for clearing PRH. Coordinate the timing of this briefing with the centralized in- and out-processing facility to ensure tenants have adequate time to notify the landlord of the intention to terminate a lease.

j. Establish local procedures, according to UR 210-6, to ensure that departing personnel clear their furnishing hand-receipts with the furnishings office before clearing the BSB housing division.

Chapter 6, Community Homefinding, Relocation, and Referral Services. Add section IV as follows:

**Section IV
RELATED PROGRAMS**

6-25. TEMPORARY LODGING ALLOWANCE

UR 37-4 governs the USAREUR TLA program.

6-26. OVERSEAS HOUSING ALLOWANCE

The Joint Federal Travel Regulation (JFTR), chapter 9, and appendix K, governs OHA.

6-27. MOVE-IN HOUSING ALLOWANCE

a. Recordkeeping and Reporting. A copy of the SNA that was issued for PRH, the DD Form 2367 (Overseas Housing Allowance Report, Individual), or DD Form 2556 (Move-In Housing Allowance Claim Form), and all supporting documentation must be kept in the customer's file for future reference.

b. Responsibilities. The housing manager will--

(1) Establish procedures to ensure that soldiers are fully briefed on the eligibility requirements for OHA and MIHA before they seek PRH. The briefing will include information about local procedures for obtaining approval for MIHA to pay for rental-agency or redecorating fees before incurring the cost.

(2) Establish internal controls to ensure that OHA and MIHA authorizations are according to the JFTR and local policy. Local policy should clearly define what is considered reasonable and necessary for reimbursement of rental-agency and redecoration fees authorized in the particular ASG. The housing manager will keep documentation used to establish local policy for audit purposes.

(3) Retain a file copy of the issued SNA. This statement verifies that GCQ will not remain vacant as a result of a sponsor's acceptance of PRH and eligibility for OHA and MIHA for unaccompanied soldiers.

Paragraph 7-7, Self-help. Add subparagraph d as follows:

d. The majority of USAREUR housing units are in stairwell buildings. ASGs may establish an area in front of each stairwell building for residents to plant flowers. The DPW should amend the Installation Design Guide accordingly. The self-help store should make perennial flowers and small shrubs available for these areas. Additionally, the self-help store should have window and balcony flower boxes with suitable materials and instructions for proper installation.

Paragraph 7-10, Fire Protection. Add subparagraphs c through e as follows:

c. The DPW will incorporate the following fire-protection features into major maintenance and repair (M&R) projects and whole neighborhood revitalization projects for common stairwell-type family housing buildings:

(1) Fire-rated (T-30 approved and labeled) doors separating apartments, basements, and attics from common stairwells. Attic doors will normally be continuously locked by the DPW. Basement doors will also be equipped with a retaining system that holds the door open until the stairwell alarm automatically releases the door to close.

(2) Locks on apartment (and building exit) doors that permit the doors to be opened from the inside without having to use a key.

(3) Emergency lighting in stairwells and basement corridors.

(4) Fire horns in stairwells, installed on every other floor level, loud enough to be heard in all adjacent apartments through closed T-30 fire doors.

(5) A manual activation device for the fire-alarm system installed at the ground-floor exit from each stairwell.

(6) A parallel fire-alarm indicator panel on the ground-floor level of one stairwell with one flashing light on the exterior of each building to indicate to firefighters which building set off the alarm and where the fire panel is located.

(7) A fire-alarm control and indicating panel located in a central electric and communications room, which automatically closes basement doors and sounds alarm horns in the affected stairwells when either the manual activation button or any of the attic, stairwell, or basement detectors are activated. If feasible, this control system will, when activated, automatically transmit a signal to the fire department or a constantly monitored central location.

d. In addition to adding the features in c(1) through (7) above, the DPW will replace any remaining child-safety bars on windows with master-keyed locking window handles that provide the child-safe “kip” function.

e. If buildings have four or more floors of permanent family-housing quarters, and the residents above the third floor have only one exit (normally the stairwell), the project (c above) will also include manually activated or operated upper-story window or skylight openers (located at least above the height of the top-most apartment entrance for the purpose of exhausting smoke when required).

Paragraph 7-11a(1), Smoke Detection Systems. Add the following:

In common stairwell-type buildings, sufficient smoke detectors will be installed in the attics, basement corridors, and stairwells. These detectors will automatically activate the stairwell alarm horns.

Paragraph 7-16c, Identification of Housing. Add the following:

The restriction on using of AFH funds to install individual name signs was rescinded in fiscal year (FY) 2000.

Paragraph 7-17, Maintenance Policies. Add the following to subparagraph i(2).

USAREUR was granted a waiver of policy for grounds maintenance. When feasible and practical, residents of multi-story apartment buildings may be responsible for grounds maintenance.

Paragraph 7-18c, Contract Cleaning at Government Expense (OCONUS only). Add subparagraphs (7) and (8) as follows:

(7) Quarters-cleaning contracts will be monitored to ensure contract compliance and minimal time of unit vacancy. The housing manager will establish procedures for close coordination between the contracting officer’s representative (COR) and the ordering officer responsible for the contract.

(8) The DPW will ensure that a cleaning requirement is included in each construction or renovation contract so that the unit is ready for immediate assignment when the contract is completed. Quarters cleaning funds do not apply.

Paragraph 7-20, Maintenance and Repair Projects. Add subparagraph f as follows:

f. USAREUR Authorities and Responsibilities in Designing, Constructing, and Funding AFH Projects.

(1) General Guidance.

(a) USAREUR AFH projects greater than \$15,000 (\$15K) per dwelling unit, regardless of the source of funding, must be approved by the ODCSENGR (AEAEN-PW-HSG). This is to ensure better planning, programming and budgeting. Central management provides greater consistency and a more efficient method of determining requirements as well as designing, programming, funding, and executing projects. Centralized management also results in improved control of resources, resolution of systemic problems, and uniformity of end products.

(b) For Army family housing construction (AFHC)-funded projects, the construction agent is the United States Army Corps of Engineers (COE), except at Vicenza, Italy, which is managed by the United States Navy. The construction agent is chartered with overall project management, representing and protecting U.S. interests during execution of design, tendering, construction, contract management services, and warranty. (This also applies to payment-in-kind (PIK)-funded projects). For Army family housing operations (AFHO)-funded projects, the ASG commander will ensure the required functions of the construction agent are executed, whether through the COE, the United States Navy, in-house, or by another contract or means. ASG commanders will ensure that the funding of the construction agent responsibilities are executed.

(c) USAREUR provides funds according to the funding priorities of each ASG commander's integrated project list. The ASG may delegate authorities and responsibilities in writing to their subordinate commanders based on available personnel.

(d) The USAREUR AFH Standard Design Guide (AFH-SDG) establishes governing design criteria and consolidates pertinent technical and life-safety codes. Deviations or additions to the AFH-SDG must be approved by the Office of the Deputy Chief of Staff, Engineer (ODCSENGR), HQ USAREUR/7A, before being executed. All participants in the design and construction process are encouraged to recommend ways to improve the AFH-SDG. Any changes to the AFH-SDG will be issued as interim policy, to include implementation guidance for the particular change. The version of the AFH-SDG used for design at the 35-percent acceptance will govern the project through construction, except for mandatory interim policy changes, which will follow specific implementation guidance.

(e) The construction agent will host monthly line-item review (LIR) meetings for projects in the agent's area of responsibility. This meeting gives project managers an opportunity to brief HQ USAREUR/7A and ASG managers on individual projects (both design and construction).

(f) This guidance is applicable to all AFH projects, regardless of funding source (for example, AFHC, AFHO, PIK), unless otherwise specified.

(2) Design Roles and Responsibilities.

(a) The ODCSENGR will do the following for all AFH projects, regardless of the source of funds:

1. Submit an updated USAREUR long-range plan (project listings) to HQDA, Assistant Chief of Staff for Installation Management.

2. Approve functional layouts, if they vary from the AFH-SDG (volume 2).

3. Attend design-review meetings.

4. Monitor the construction agent's performance of design and construction management through monthly LIRs.

5. Review functional layouts and conformity of the design to the AFH-SDG at the concept, 35-percent, and final design phases according to AR 420-10, paragraph 4-7. The ODCSENGR will not review individual project plans and specifications for fire- and life-safety purposes, but will provide technical fire-protection oversight.

6. Serve as "authority having jurisdiction" on NFPA, life-safety issues, and related criteria.

7. Provide assistance on work-classification issues.

8. Obtain approval from higher HQ whenever the approval limits for the major Army command (MACOM) must be exceeded.

9. Receive requests for, and coordinate with, ASGs for programming, procurement, and delivery requirements for Government-furnished equipment and furnishings (Engineer Support Center (ESC), ODCSENGR).

10. For AFHO-funded projects, review, validate, and approve ASG requests for design and construction starts, and approve ASG requests and transfer funding to the construction agent to start parametric designs or continue and complete designs.

(b) The construction agent will do the following, regardless of the source of funds:

1. Provide life-cycle-project management and construction-management services.
2. By 31 March each year, submit parametric estimates to ASGs for viable projects programmed for “FY+3.” The cost breakout must be sufficient to prepare a DD Form 1391 for submission to ODCSENGR, HQDA, OSD, and Congress. Lump-sum estimates should not be authorized. The estimate should provide the same level of detail and a breakdown of costs according to the basic AR, paragraphs 2-10 through 2-14.
3. Verify technical adequacy and cost estimates of functional layouts and recommend changes if necessary.
4. Ensure designs and technical reviews are according to the AFH-SDG, the AFH Planning Guide, Military Handbook 1035, AR 415-15, and the basic regulation, with 1 month’s advance notice for design-review meetings.
5. Use on-board reviews and expedited design timelines as requested, and coordinated with the ODCSENGR, and the ASG and BSB.
6. Submit two sets of the concept and final designs to the user, one set to the ASG, and one set to the ODCSENGR for review, to include German and English translations. Conduct bid-ability, construct-ability, operability, and environmental reviews in coordination with the ASG and BSB.
7. Prepare a proposed work-classification scheme with a detailed cost estimate at the concept and final design stages and obtain ASG certification of work classification.
8. Coordinate proposed construction schedules and dates for vacating buildings with the affected user (specifically, the housing manager).
9. Provide written justification through the ASG to the ODCSENGR when the current working estimate or tentative contract-award amount exceeds the project’s approval limit, or when the approved schedule must be changed.
10. Notify ASG and ODCSENGR of all design-review meetings 1 month in advance.

(c) The ASG commander will do the following for all AFH projects, regardless of the source of funds:

1. Ensure that all planned AFH improvements are according to the appropriate Army Family Housing Community Plan.
2. Properly program AFH projects on time, in-cycle, and according to PAX procedures on DD Form 1391.
3. Ensure that programming deadlines are met by submitting a completed DD Form 1391 to the ODCSENGR by 1 May for AFHO projects with planned execution in “FY+3” years and by 15 November for AFHC projects with planned execution in “FY+2” years.
4. Prioritize the 1-n project list.
5. Integrate community and BSB priorities into the prioritized 1-n project list; dual programming is not allowed. Send the list to the ODCSENGR for each program according to the deadlines in 3 above.
6. Ensure that local technical and utility requirements are provided at the first meeting (para (2)(a)3 above).
7. Verify functional adequacy of layouts and recommend changes, if necessary.
8. Review designs for compliance with operability, maintainability, Army family housing community plan (AFHCP), and local requirements.
9. Certify work classification at the concept and final design stages.
10. Coordinate and program Government-furnished equipment and furnishings through the ESC.

11. Request that a parametric design estimate for all AFHO-funded projects be completed by the construction agent before submitting the final DD Form 1391 to be used in annual programming documentation. By 15 October, each FY, submit request for early design start to ODCSENGR for AFHO projects to be executed in FY+3. As a general rule, “on-the-shelf” designs must be limited to 150 percent of the ASGs annual project budget. All requests for design approval will identify projects in priority order.

12. Update and finalize DD Form 1391 using the parametric design estimate provided by the construction agent and coordinate requirements with the ODCSENGR.

NOTE: USAREUR will execute AFHC-funded projects in coordination with the construction agent and with HQDA.

13. Review NFPA, life and safety issues, and criteria.

(3) Roles and Responsibilities During Construction.

(a) The ODCSENGR will--

1. Review and approve any change requests that exceeds ASG approval authority of 2 percent of the award bid for user changes and 3 percent of the award bid for in-scope changes or projects that have criteria or functional changes, regardless of cost. Approval will be shown at the bottom of the submitted change-order request form (for example, FL 127 for EUD). Processing time should not exceed 5 workdays. If approval is needed sooner, the construction agent must indicate the date on the change-order request form and include a statement that explains the urgency.

2. Monitor projects during construction to ensure compliance with AFH-SDG and the intent of design through monthly LIR.

3. Attend final inspections whenever possible.

(b) The construction agent will--

1. Ensure compliance with contract specifications and drawings.

2. Request ASG approval for “within-scope” contract changes required to provide a technically sound, complete, and useable facility.

3. Prepare a proposed work-classification scheme for each change request. Send a copy of each change order request form to the ASG and obtain administrative approval before obligating of funds or commencing work.

4. Notify the ASG and the ODCSENGR whenever a known change would result in exceeding the project-approval limit, and not approve the change until new-project approval is obtained.

5. Send the funding-request letter through the ASG to the ODCSENGR if contingency funds are insufficient to cover an approved change. Letters will include the date funds are needed, associated delay costs, if any, and the date when costs would start to accumulate. Attach a copy of the approved change-order request form to the funding-request letter.

6. Notify the ASG and the ODCSENGR before approving extensions to the contract-completion date.

7. Send copies of all processed change-order requests to the ODCSENGR on a monthly basis, to include military construction and PIK-funded projects. Modification-status logs must be sent to the ASG and USAREUR housing divisions.

8. Coordinate the timely identification and processing of changes with the local *Bauamt* (construction office) and the contracting agency to keep the project on schedule.

9. Notify the ASG and the ODCSENGR of pre-final and final inspections at least 10 workdays in advance.

10. Process timely close-out-of-contract documents (for example, final payments, DD Form 1354 (Real Property, Transfer and Acceptance of Military), claims resolution).

11. Provide a set of as-built drawings to the ASG and to the ODCSENGR in both reproducible hard copy and in a digitized format (computer-aided drafting and design format will be in Intergraph .dgn). An O&M manual will be saved on compact disc and sent to both the ASG and BSB within 90 days after project completion.

(c) ASGs will--

1. Initiate and administratively approve user changes not to exceed a cumulative total of 2 percent of the award bid amount, and send the change request to the ODCSENGR for approval if 2 percent of the award-bid limit will be exceeded.

2. Review and approve the construction agent's initiated "in-scope" changes that do not exceed a cumulative total of 3 percent of the originally awarded construction-contract amount nor entail criteria or functional changes. Send the change request to the ODCSENGR for approval if the 3-percent limit will be exceeded. Approval is given by signing and dating the change-order request form at the bottom of the second page. Processing time should not exceed 5 workdays. If approval is needed sooner, the construction agent will indicate the date on the change-order request form and add a statement that explains the urgency.

3. Certify all change requests for work-classification purposes.

4. Request new approval of projects whenever a change would result in exceeding approval limits.

5. Monitor and coordinate construction for compliance with local requirements and progress schedules.

6. Coordinate with the user on project-site visits, final turnover, and building occupancy.

7. Accept the completed facility, provided no functional or fire-safety deficiencies preclude occupancy.

8. Attend pre-final and final inspections.

(4) AFHC and PIK Project Funding.

(a) AFHC funds are directed by Congress to be 100-percent managed and controlled by the United States Army Corps of Engineers (USACE). Procedures for this are prescribed by AR 415-15.

(b) The funding of PIK projects is managed and monitored centrally by USAREUR. The USACE separately funds the COE to oversee the *Bauamt* design and execution of these projects.

(5) AFHO-Project Funding.

(a) The ODCSENGR will--

1. Authorize funding of design and construction based on the ASG prioritized project list of approved projects.

2. Determine annual funding available for minor maintenance and repair (MM&R) projects and retain funds at the HQ USAREUR/7A level in the MM&R sustainment account.

3. Issue a MIPR to the European district or funding authorization document (FAD) to the ASG (if the European district is not the construction agent) for design and construction funding.

4. Notify the ASG when design or construction funding has been approved and authorize notice to proceed.

5. Review requirements for additional funding on a case-by-case basis.

(b) The construction agent will--

1. Identify funding requirements for design and construction of projects on an individual basis for the ODCSENGR and the ASG.

2. Ensure that the total cost for execution of design, design management, technical review, tendering, award, supervision, and administration does not exceed 14.5 percent of actual construction costs (this does not include secondary services).

3. Notify the ODCSENGR on receipt of a construction award. If the award is less than the obligated amount identified on the MIPR, return excess funds to the ODCSENGR immediately for crediting back to the sustainment account.

4. Submit a request for additional funding requirements with a justification for the increase to the ODCSENGR for approval. Where necessary, the ODCSENGR will obtain HQDA approval.

5. Coordinate with the local *Bauamt* or contracting agency to control costs and quantities to minimize cost overruns and requirements for additional funds.

6. Report separately any credits earned (with dollar amounts) that could be made available for other required changes.

(c) The ASG will--

1. Manage the overall flow of AFHO funds (for example, earnings versus expenditures, balanced against projects programmed for approval, in-design, on-the-shelf and ready to advertise, or down for project execution).

2. Minimize recurring M&R costs. This will maximize AFHO funding left over for major capital investments (projects).

3. Maintain and update the ASG integrated, comprehensive long-range capital investment plan. Program projects in coordination with the USAREUR AFH 1-n List and the AFH Master Plan. Effectively execute the ASG plan in a timely manner.

(6) Definitions.

(a) Criteria Change: A change that deviates from the AFH-SDG or establishes new criteria (for example, material substitutions that change specified salient features such as a door-closing mechanism that does not meet the specified tamper-proof feature).

(b) Functional Change: A change to the functional layout or use of the facility (for example, relocation of rooms, deletion of walls, changes in room configuration).

(c) Within-Scope Change: A change to provide a technically sound, complete, and usable facility or to administer the contract (for example, design deficiency, differing site condition, variation in estimated quantities, time extension).

(d) User Changes:

1. Change related to maintainability: A change to ensure cost-effective maintenance of building systems and components.

2. Change related to operability: A change to ensure safe and economical operation of building systems and components.

3. Quality enhancement: A change deemed necessary to enhance quality of life.

(e) Program Amount (PA): The maximum approved cost of a project in U.S. dollars identified in the annual FAD, approved for execution by the ODCSPIM (AEAGA-IM) or similar approval documentation. This normally equates to the HN exchange-rate amount times the U.S.-dollar amount listed on the DD Form 1391. Since projects are estimated and paid in local currency, and the annual exchange rate may differ from the programming year to the execution year, ODCSPIM granted USAREUR the authority at the deutsche mark (DM) amount. (For example, a project was programmed in FY 1997 for execution in FY 2001 at a cost of \$5,200K using an exchange rate of DM 1.70 = \$1.00. The maximum PA for this project is DM 8,840K. This project was executed in FY 2001 at an exchange rate of DM 1.79 = \$1.00. Since the maximum PA is DM 8,840K, the maximum funding authorized for this project is \$4,938K.) There are three options to change the PA on the DD Form 1391 once a project is in the project's designated FY of construction:

1. Cancel the project and resubmit a new DD Form 1391 as an out-of-cycle project with justification.
2. If the PA increase is between 1 and 24.9 percent of the PA, resubmit to the Assistant Secretary of the Army (ASA) and receive reapproval with justification.
3. Increase the PA by 25 percent or more of the originally approved PA. In this case, a request for an increase in PA is resubmitted to the ASA for reapproval with justification. However, this size of an increase requires Congressional notification and a 21-day waiting period.

(f) Army Family Housing Standard Design Guide (AFH-SDG):

1. Volume 1 provides architectural, structural, mechanical, fire-protection, and electrical design criteria for planning renovations for standard-stairwell AFH projects.
2. Volume 2 provides layout plans showing "existing condition," recommended, and acceptable renovation solutions for different types of standard-stairwell AFH.
3. Volume 3 provides a menu selection of acceptable materials and finishes for cabinets, equipment, interior-design walls, ceilings, and floors when renovating AFH.
4. Volume 4 provides standard specifications for stairwell-type AFH renovation projects, to include installation methods, material and equipment selection, and performance standards required by USAREUR.
5. AFHCPs for each of the USAREUR communities will complement Volumes 1 through 4. The AFHCPs focus on the exterior look of the entire neighborhood. They are contracted separately and should be updated every 7 years.

(g) Projects: All AFH construction and renovations that exceed \$15K per dwelling unit, regardless of the funding source (AFHC, AFHO, or PIK).

Paragraph 7-23, Support for Exceptional Family Members. Add subparagraph e as follows.

e. ASG housing managers will maintain a consolidated list of quarters that have been modified for occupancy by Exceptional Family Member Program members. The list will include at least the following information--

- (1) ASG or BSB name.
- (2) Building and unit number.
- (3) Facility category code.
- (4) Number of bedrooms.
- (5) The extent to which the unit was modified.
- (6) The DEROS of the current resident.

Paragraph 7-37c, Cleaning Incident to Vacating UPH (PP). Add subparagraph (4) as follows:

(4) Contract cleaning at Government expense (outside the continental United States (OCONUS) only). Government-contract cleaning will be provided only to unaccompanied officers or senior NCOs who are bonafide bachelors or are serving an “all others” tour. This service will relieve the officer or NCO of their quarters-cleaning responsibilities and allow them to remain in their quarters until their actual date of departure. When possible, existing family-housing cleaning contracts should be amended to include cleaning for UPH. The base operations H account funds (121096.HB Operations of UPH) will be used to pay for delivery orders.

Chapter 7, Operation and Maintenance. Add section IV as follows:

Section IV

GOVERNMENT RENTAL HOUSING PROGRAM (GRHP) AND GOVERNMENT-LEASED HOUSING

7-45. BACKGROUND

The GRHP was developed as a short-term solution to providing affordable housing for soldiers and their families before the drawdown of USAREUR forces. Communities must use the GRHP only where available AFH is insufficient to meet end-state requirements. Dwelling units acquired under the GRHP will be for the duration of a soldier’s accompanied tour (36 months), but not less than 24 months. Soldiers who reside in adequate PRH will not be considered for the GRHP if they have 23 months or less remaining on their tour.

7-46. MAINTAINING GRHP UNITS

a. GRHP-unit maintenance will be performed according to the provisions of the GRHP lease. The housing division will ensure that DPW in-house personnel or contractors do not routinely perform maintenance that is the landlord’s responsibility.

b. If the landlord fails to maintain the unit according to the lease, the housing manager will notify the CO immediately.

c. The housing division will establish emergency maintenance procedures for GRHP units. Housing managers will ensure that the emergency maintenance POC has a current list of GRHP landlords or authorized representatives. The list should include home telephone numbers and addresses.

d. The DPW will ensure that--

(1) GRHP units are included in the real property inventory (RPI) and the IFS system.

(2) Maintenance costs are properly charged to the GRHP.

Section V

GOVERNMENT-LEASED HOUSING

7-47. MAINTAINING GOVERNMENT-LEASED HOUSING UNITS

a. Leased housing will be maintained according to the real property obligation document (RPOD). The housing division will establish procedures to ensure that DPW in-house personnel or contractors do not routinely perform maintenance that is the landlord’s responsibility.

b. If the landlord does not maintain the unit according to the lease, the housing manager will notify the CO immediately.

c. Emergency maintenance procedures must be established for leased units. Housing managers will ensure that the emergency maintenance POC has a current list of landlords or their authorized representatives. The list should include home addresses and telephone numbers.

d. If the landlord employs a caretaker for a leased-housing building, the caretaker’s duties and responsibilities will be clearly defined in the rental agreement. If the caretaker performs minor maintenance tasks, the landlord will tell the residents how to request maintenance.

Paragraph 8-3a(2), Installation Commander. Add the following:

Include information on local ordinances that may affect Government-controlled housing areas (for example, quiet hours).

Paragraph 8-3b(1)(e), Resident. Add the following:

Appendix Z provides additional guidance on pets in Government housing.

Paragraph 8-3b(1), Resident. Add subparagraph (n) as follow:

(n) Comply with local ordinances (for example, local quiet hours, prohibitions against washing automobiles) that affect Government-controlled housing areas.

Paragraph 8-10a(1), Check-In Inspection. Add the following:

The installation is authorized to use resident-only check-in procedures for AFH and UPH, if necessary.

Paragraph 8-10a(2), Pretermination Inspection. Add subparagraph (c) as follows:

(c) ASG housing managers should establish procedures to ensure that residents terminating Government quarters also clear their furnishings hand-receipts with the appropriate FMB according to UR 210-6.

Chapter 8, Resident Relation. Add paragraphs 8-11 and 8-12 as follows:

8-11. HEALTH AND WELFARE INSPECTIONS

Residents of Government-controlled housing are responsible for maintaining their quarters in a sanitary, habitable condition. The housing division will conduct investigations of written reports or complaints of unsanitary conditions.

a. On written notification of unsanitary conditions in quarters, the housing division will notify the BSB, DPW, the sponsor's unit commander and, if necessary, the preventive medicine department, of the allegation. The BSB commander may also order a sanitation inspection.

b. The unit commander will schedule an appropriate time for an unannounced inspection of the quarters and inform the housing division and preventive medicine department. The sponsor or, in the sponsor's absence, the spouse should be given minimal notice of the inspection to preclude an attempt to clean the quarters before the inspection.

c. The sponsor (or spouse in the sponsor's absence) will be given instructions as to what needs to be accomplished to bring the quarter's condition to acceptable standards and will be informed that an unannounced re-inspection of the quarters will occur to ensure compliance.

d. If necessary, the BSB commander may involuntarily terminate a sponsor's assignment to quarters and initiate action for early return of family members.

8-12. AREA, BUILDING, AND STAIRWELL COORDINATOR PROGRAM

a. ASG commanders will implement an area, building, and stairwell coordinator program for Government-controlled housing. Typically, the building or stairwell coordinator is the senior military sponsor residing in the building or stairwell and will be appointed to the position in writing by the commander or the commander's designee. The commander will also appoint (in writing) an area coordinator who is responsible for an entire housing area.

b. Typical responsibilities of building and stairwell coordinators include, but are not limited to--

(1) Assigning responsibility for cleaning common areas and maintaining grounds (if these services are not contracted).

(2) Welcoming and orienting new residents.

(3) Distributing information concerning command-group topics (for example, security, fire prevention).

(4) Helping to solve problems (for example, complaints of loud TVs or stereos, disagreements between residents).

(5) Conducting other responsibilities as determined by the ASG commander.

c. Typical area coordinator responsibilities include--

(1) Conducting regular meetings of building coordinators and residents.

(2) Providing a channel for issuing command information.

(3) Helping to solve problems affecting more than one building and problems that cannot be solved by the building coordinator.

(4) Conducting other responsibilities as determined by the installation commander.

d. An explanation of the area, building, and stairwell coordinators program should be included in the resident's handbook.

Paragraph 9-26e, Draw Curtains. Add the following note:

NOTE: In USAREUR, AFH P1920 (maintenance) funds will not be used to purchase or replace curtains.

Paragraph 11-3, Responsibilities for Leasing. Add subparagraphs f through i as follows:

f. The ODCSENGR will distribute lease allocations and funds for acquiring AFH to ASGs based on the approved family-housing action plan (FHAP). New lease contracts and renewals of existing leases must also be approved by the ODCSENGR.

g. ASG housing managers will--

(1) Plan and execute the FHAPs to meet USAREUR housing objectives.

(2) Review FHAPs and AFH leasing plans to ensure the accuracy and adequacy of plans.

(3) Determine funding requirements, prepare appropriate budget submissions, and ensure funding limits are not exceeded.

(4) Monitor leased housing costs to prevent statutory, regulatory, and administrative limits from being exceeded.

(5) Ensure records are established and maintained to show costs identified by the RPOD for rent, services, utilities, maintenance, management, and furnishings.

(6) Distribute lease allocations from USAREUR to the BSBs. Allocations must be according to approved FHAPs and funding guidance.

(7) Coordinate with the servicing REFO to acquire leases, develop lease provisions, and execute or terminate leases.

h. The DPW and the housing manager will ensure that--

(1) A leasing program to acquire additional leases will only be initiated when the family-housing requirement cannot be met with Government-owned or PRH.

(2) Acquired dwelling units meet the suitability criteria in the basic regulation (para 4-4 for UPH, para 4-6 for AFH).

(3) An economic analysis conducted according to DA Pamphlet 210-6 is on file in the ASG to support AFH lease acquisitions of more than 25 dwelling units and as required by the REFO for UPH units.

(4) Economic analyses are done for AFH lease acquisitions, renewals, or rent increases when the annual rent is more than \$250,000.

(5) HQDA has approved title 10 documentation to USAREUR for AFH leases (including renewals) that have an annual rental cost of \$500,000 or more. Requests for title 10 projects must include a copy of the economic analysis.

(6) Economic analyses are completed based on suspense dates to avoid interest penalties incurred by the United States or loss of properties and new acquisitions.

(7) Lease acquisitions, including renewals, comply with the requirements of AR 200-1 and applicable USAREUR guidance regarding asbestos and radon control.

(8) The condition of the property to be leased is inspected and evaluated to minimize the need for improvements. A statement accepting the property will be sent to the REFO using the format in figure 11-1.

i. The REFO will--

(1) Contract leased facilities. No one else may commit the U.S. Government by written, oral, or implied action to leasing arrangements or fees with owners or with the owners' agents except for the GRHP (this suppl, chap 17).

(2) Accept leased facilities on behalf of the U.S. Government.

(3) Notify the ASG housing division of the date the U.S. Government acquires dwellings as leased housing.

(4) Give the BSB housing division a copy of the RPOD and the inventory-and-condition record for each housing unit acquired.

(5) Transfer accountability for the facilities to the ASGs.

(6) Obtain a statement from the installation regarding asbestos (basic reg, para 7-9b) before leasing or renewing the lease of a facility.

(7) Send a copy of the monthly leased AFH status report to the servicing ASG housing division to monitor the status of leased acquisitions.

(8) Modify the contracted terms for Government-leased housing when necessary. Individuals other than the appointed CO may not make a commitment that would obligate the United States Armed Forces to assume liability or costs not included in the terms of the existing contract.

I have inspected the designated housing unit(s) located at (street address) in (city) according to instructions in USAREUR Supplement 1 to AR 210-50, Housing Management. This (these) housing unit(s) is (are) acceptable for use as Government-leased family (unaccompanied personnel) housing. The real estate contracting officer is authorized to acquire this (these) dwelling unit(s).

NAME (AUTHORIZED REPRESENTATIVE)

DATE: _____

***Figure 11-1. Property Acceptance Statement**

***This format will be used only as a guide and will not be printed, reproduced, or stocked.**

Paragraph 11-4e(2), General Criteria for Leasing. Add the following:

Requests for waivers will be sent to the Commander, USAREUR/7A, ATTN: AEAEN-PWC-HSG, Unit 29351, APO AE 09014.

Paragraph 11-4f, General Criteria for Leasing. Add the following:

Initial alterations and improvements, including asbestos-abatement actions, will be made before initial occupancy of the dwelling. The ASG DPW will provide clearance-testing (ambient air) analysis results to the DPW for units where asbestos-abatement actions have been taken. The DPW will make future incidental improvements using BP 194200 funds or appropriate funds for UPH.

Paragraph 11-4, General Criteria for Leasing. Add subparagraph h as follows:

h. Lavish housing and properties that provide a swimming pool, Jacuzzi, sauna, tennis court, or horse stables will not be leased.

Paragraph 11-8a(2), Statutory. Add the following:

Housing managers will--

- (a) Before execution or renewals, determine if a lease is a high-cost lease (HCL).
- (b) Compare the projected annual operating cost to the calculated statutory limit by using the following formula:

$$\text{\$20,000 limit (adjusted for FY consumer-price index) times the FY 1988 Exchange Rate} \\ (\text{\$20K adjusted FY CPI} \times \text{FY 1988 Exchange Rate})$$

Paragraph 11-8b(1), Administrative. Add the following:

Each HCL requires an HCL POC for control purposes. Early notification of an HCL execution or renewal is essential. HCL points are normally allocated for a position, not for an individual. A change of personnel (the resident) does not require Congressional notification, but does require HQDA to notify the Commander, USAREUR/7A, ATTN: AEAEN-PW-H, Unit 29351, APO AE 09014, in 30 days. ASG housing managers should review the average cost per unit for AFH leases at least once each year. Housing managers will report leases that have not yet been designated HCLs but have costs that will exceed the HCL limit at the next lease renewal, through channels to USAREUR.

Paragraph 11-8, Limits on Leasing. Add subparagraphs e through g as follows.

e. Estimated Operating Costs for HCL Units. By 1 September each year, ASG commanders are required to provide information (reported on DD Form 2643) on the estimated operating costs for HCL units for the following FY. Reports will be sent to the Commander, USAREUR/7A, ATTN: AEAEN-PW-HSG, Unit 29351, APO AE 09014. The information will be used to determine if the HCL designation should be kept. If the estimated operating cost for the new FY is less than the HCL limit (as adjusted), USAREUR may remove the HCL designation.

f. General Officer HCL Units. HCL units designated for or occupied by flag officers must meet the criteria and reporting requirements of the basic regulation, chapter 13. ASGs are not required to submit cost reports or annual management reports for installation command quarters for soldiers in the rank of colonel.

g. Lease Costs. ASG housing managers must develop an annual plan to ensure that cost limits are not exceeded.

(1) The basic regulation, paragraph 4-5, describes yearly operating costs.

(2) To comply with the basic regulation, ASG housing managers will maintain cost records for individual leased AFH units. Records will include charges for rent, utilities, M&R improvements, services, management, and furnishings. These records will be in a format to facilitate auditing, reporting, and developing performance data.

(3) New leases or lease renewals with yearly operating costs estimated to exceed the statutory cost limitation per dwelling unit will not be executed before USAREUR approves an HCL. Early identification of potential new HCLs is essential, because of the additional time required to obtain approval. The suggested format for requesting HCL approval is shown in the basic regulation, figure 16-8. The request will be sent to the Commander, HQ USAREUR/7A, ATTN: AEAEN-PW-H, Unit 29351, APO AE 09014.

(4) Improvement funds (BP 183000) will not be used for leased housing. Alterations, repairs, or additions to leased AFH, which the Army may perform over the life of a lease, will be limited to work necessary to provide adequate living accommodations.

Paragraph 11-9c, Build-to-Lease. Add the following:

When requesting BTL housing, the ASG should plan for at least 36 months before the housing will be ready for occupancy.

(1) The ASG housing manager will--

(a) Indicate, in the request, that sufficient funds have been programmed to cover the resulting contracts.

(b) Send the request to the REFO to initiate the solicitation process at least 36 months before the required date of occupancy. Funds should be specifically committed to advertising offers.

(2) The REFO will--

(a) Help estimate costs, when necessary.

(b) Process advertising to maximize competition. Offers will be evaluated by a review team of REFO and ASG or BSB representatives who are authorized to make decisions on the desirability of offers. In Germany, the *Bundesvermögensamt (BVA)* (German Federal Assets Office) may be involved in the process. In countries other than Germany, the REFO will coordinate with appropriate government agencies, if required.

(3) The review team will--

(a) Determine which offers will be negotiated and which specific points will be addressed.

(b) Rank the remaining offers after the REFO negotiates, considering the desirability of the offers and the REFO and *BVA* recommendations regarding reliability of the contractor and the price.

Paragraph 11-10a, Leasing Process. Add the following:

Acquisition or renewal of leased units must have the approval of the ASG commander and the Commander, USAREUR/7A (AEAEN-PW-HSG). In Germany, accommodation program requests (APRs) for AFH are prepared at the Housing Division, ODCSENGR, based on the FHAP. Outside Germany, the FHAP establishes the number of units to be leased.

(1) ASGs planning to renew or replace existing AFH leases will submit a request using the format in figure 11-2.

(2) ASGs planning BTL AFH must submit a request using the format in figure 11-3.

(3) Leases for AFH should be for the shortest period obtainable for a 6-month to 1-year automatic evaluation. Leases should not be executed for a period of more than 10 years.

(4) Dwellings selected for leasing should represent the best obtainable property for the least cost. The property must be adequate according to the basic regulation and this supplement.

(5) When existing housing assets must be leased because of preference or urgency, the ASG will attempt to locate suitable units and will request the REFO to acquire the units. The request will identify, in addition to the information in figure 11-3, desired property modifications to be negotiated and certification that funds are available for the lease in a specified amount.

Date:
ASG and BSB (if applicable) address:
Housing manager's POC:

Name: _____
Position: _____
Telephone No. _____

General Information

1. Units required according to number of bedrooms (BR):
0 BR __ 1 BR __ 2 BR __ 3 BR __ 4 BR __ Total Units: __
2. Location reference points (installations soldier will commute to and from):

3. Lease term: Minimum years _____ Maximum years _____ Preferred years _____
4. If any portion of the above requirement is to replace existing leased units, complete the following information for units to be released:
Lease address: _____
Number of units: _____
Lease expiration date: _____
Desired lease termination date: _____
5. Additional information: Modifications, if any, to be negotiated; certification that funds are available (the specified amount); potential proponents; any other special requests.

(ASG housing manager's signature)

***Figure 11-2. Initial or Renewal Request for Leased Housing**

***This format will be used only as a guide and will not be printed, reproduced, or stocked.**

Date:

ASG or BSB address:

POC: (Name/position/telephone number)

1. Desired occupancy dates:

Not before _____ Not after _____

2. Acceptable location:

Not more than _____ kilometer(s) from _____ (include a map of the area and list restrictions in the area).

3. Total number of units required (include a breakdown by unit size and grade categories of proposed residents).

4. Specify if mixed occupancy (officer and enlisted or U.S. citizen and local national) is acceptable.

5. Dwelling unit types (show priority of all acceptable types; mark unacceptable types N/A).

a. Single house _____

b. Duplex _____

c. Row houses _____

d. High-rise _____ (5 stories or higher; specify maximum)

6. Mailboxes (one per unit).

***Figure 11-3. Format for BTL Housing Request**

***This format will be used only as a guide and will not be printed, reproduced, or stocked.**

Paragraph 11-10d, Leasing Process. Add the following:

The *BVA* (or equivalent), the REFO, and the U.S. Government housing division will negotiate and establish housing contracts. For BTL units, review-team ranking will be honored to the greatest extent of legal and regulatory authority requirements. Contracts will be awarded until the housing requirement is fulfilled or until negotiated offers are successfully exhausted. REFO COs will not negotiate leases that--

(1) Require the landlord to perform services that are impractical or that violate local building codes.

(2) Have restrictions against children (not applicable to UPH).

(3) Have discriminatory clauses.

(4) Prevent normal and reasonable enjoyment of the premises.

(5) Permit unreasonable or unannounced entry or inspection by the landlord. Reasonable periodic inspections may be permitted when a housing representative accompanies the landlord.

Paragraph 11-12a, UPH (PP) Leasing. Add the following:

Requests for leases require submission of an APR according to UR 405-8. In addition, ASGs must identify the units to be leased, using either the format for existing housing in figure 11-3 or the format for BTL in figure 11-4.

Date: (Leave Blank)

1. Responsible Agency: USAREUR Real Estate Directorate
 2. Using Agency: ASG and BSB (if applicable).
 3. Date Required: (Enter date facility must be ready for occupancy).
 4. USAREUR Identification Number: (Leave blank.)
 5. Location: (Specify the areas to which a soldier will commute and maximum commuting distance in kilometers.)
 6. Purpose of Requirement: Be specific (for example, restationing of X Company, eliminate UPH deficit).
 7. Size: (Specify size of unit required, number of units, and total size of facility. Use metric measures.)
 8. Justification: (Example: Attach an AE form that shows a deficit of ____ spaces needed to house ____ soldiers.)
-

Figure 11-4. Accommodation Program Request

Paragraph 13-6q, Installation Commander. Add the following:

BSB housing managers will report costs to ASGs quarterly. The housing managers will send the entire fourth quarter report, including cumulative detail sheets and the annual management report, to the Commander, USAREUR/7A, ATTN: AEAEN-PW-HSG, Unit 29351, APO AE 09014 by 31 October each year. Housing managers will send reports through remote direct dial to the main Housing Operations Management System computer at HQ USAREUR/7A (AEAEN-PW-HSG).

Paragraph 13-8, Designation of Housing. Add subparagraph c as follows:

c. ASG housing managers are required to keep the Housing Division, ODCSENGR, informed of the name, rank, position, and estimated rotation date (if the estimated rotation date is not available, the date assigned quarters) of each resident in designated GFOQs in the command.

Paragraph 14-7, Establishing Housing Requirements. Add subparagraph d as follows:

d. The FHAP is the USAREUR version of the Army Housing Justification Process. The FHAP is the source document for annual programming and funding. Effective FY 01, the FHAP will be aligned with the Army Family Housing Master Plan. HQ USAREUR/7A is responsible for completing of the FHAP. HQ USAREUR/7A will provide population data to BSB housing managers once a year. BSB housing managers are responsible for validating the accuracy of the data on their community. Specific instructions are as follows:

(1) The 1st Personnel Command is the proponent agency for the Standard Installation/Division Personnel System (SIDPERS) data, shows the U.S. Army population numbers. The electrons of the personnel counts are provided by a unit identification code (UIC)-level of detail. If housing managers disagree with the personnel census of their community, the following information must be provided:

(a) For an Army unit that the ODCSPIM does not list: unit name, UIC, current personnel count, and unit telephone number.

(b) For an Army unit listed by the ODCSPIM with a personnel count with which the housing manager disagrees: unit name and current personnel count.

NOTE: The ASG or BSB operations and training officer is one source of information on tenant units and assigned soldiers in the ASG or BSB area of responsibility.

(2) The Army Stationing and Installation Plan (ASIP) data will be used as the source document to determine Army authorizations. If a housing manager disagrees with the ASIP figures or projections, the manager must provide detailed information stating each discrepancy.

Paragraph 16-12c, DD Form 2085 (Unaccompanied Personnel Housing (UPH) Inventory and Utilization Data). Add the following:

When accommodations are provided, UPH utilization and occupancy data at the ASG will be reported, regardless of the organization occupying the housing (for example, Air Force, Navy, FS, civilian-support units). UPH-leased assets will be reported by the ASG housing managers controlling the leases. Leases will be reported with the USAREUR Army location code indicated on the RPI. Housing provided to Army elements by the Air Force will not be reported; the Air Force will report those assets.

Chapter 16, Information Requirements. Add section VII as follows:

Section VII

GOVERNMENT RENTAL HOUSING PROGRAM REPORTING REQUIREMENTS

16-18. AE FORM 210-50N (GRHP FY COST REPORT)

The GRHP FY cost report will be prepared on a quarterly basis by each BSB housing division authorized to execute GRHP lease contracts. ASGs will compile data submitted by subordinate BSBs and submit the data by the 20th calendar day (or nearest workday) of each quarter to the Commander, USAREUR/7A, ATTN: AEAEN-PW-HSG, Unit 29351, APO AE 09014. Table 16-8 shows how to prepare AE Form 210-50N (GRHP Fiscal Year Cost Report).

Table 16-8**Instructions for Preparing AE Form 210-50N (GRHP FY Cost Report)****Item 1:** Area support group (ASG) or base support battalion (BSB)**Enter:** The name of the ASG or BSB.**Item 2:** FY**Enter:** The applicable fiscal year (FY).**Item 3:** Period**Insert:** Data under the appropriate quarter.**Item 4:** Number of units**Enter:** The total number of Government Rental Housing Program (GRHP) units under contract at the end of the reporting period.**Item 5:** Lease months**Enter:** The summary of all GRHP units under contract during the applicable quarter of the FY including new acquisitions and terminations expressed in months.**Item 6:** Total operating costs**Enter:** Total expenditures for all GRHP contracts paid during the reporting period. The local operating costs may be extracted from the end-of-quarter Standard Financial System report. Amounts entered should be to the nearest dollar. These are the applicable Army management structure codes: 194110 – GRHP Operations; 194210 – GRHP Maintenance; 194310 – GRHP Utilities; 194410 – GRHP Rental Costs. Costs for claims are included in GRHP maintenance costs.**Item 7:** Total Soldier Allowances**Enter:** Total estimate for the basic allowance for housing and the overseas housing allowance (OHA) (based on the current OHA table rate in budget rate dollars). The rates are available at the Per Diem, Travel, and Transportation Allowance Committee website: <http://www.dtic.mil/perdiem>. Total amounts entered should be to the nearest dollar. A Housing Operations Management System (HOMES) query (a Business Occupancy Program GRHP) will provide total occupied days for all ranks and GRHPs for each month. Total allowances may be computed using the number of occupied days per pay grade from the HOMES query multiplied by the daily individual allowance (monthly individual allowance divided by 30). The addendum to GRHP FY-cost report will be prepared on a monthly basis.**Item 8:** Remarks**Enter:** Explanation if total operational costs exceed total allowances (for example, actual utility payments versus initial utility payments estimate). Operational costs entered are cumulative.

Add chapter 17 as follows:

**CHAPTER 17
GOVERNMENT RENTAL HOUSING PROGRAM**

**Section I
GENERAL**

17-1. SCOPE

This chapter prescribes policy, defines responsibilities, and provides procedures for administering the GRHP. Under the GRHP, the United States Armed Forces lease PRH units directly from the landlord on behalf of individual soldiers and their families for the duration of the accompanied tour, but not less than 23 months. The GRHP is not authorized for unaccompanied military personnel or civilians. The GRHP will be used only as a short-term solution to provide adequate housing for soldiers and their families when Government-controlled or adequate PRH is not available.

17-2. POLICY

a. The GRHP lease, as published by the Chief, Housing Division, ODCSENGR, will be used in USAREUR. Modifications may be necessary outside Germany to comply with local laws. Modifications recommended by the local staff judge advocate will be approved by the Commander, USAREUR/7A (AEAEN-PW-HSG), before implementation.

b. The housing manager will determine the family's bedroom requirement based on the criteria used for other GCQ in that ASG.

c. The CO will provide the authority for the use of real estate agencies, on a case-by-case basis, when suitable permanent housing will not be available within 30 days of the soldier's arrival to the command and other reasonable means have been exhausted. Only the GRHP specialist will contact the real estate agent to get addresses of available listings after receiving authority from the CO. Paragraph 17-10 provides procedures for authorizing and paying real estate agent's fees (broker's fees).

17-3. RESPONSIBILITIES

a. HQ USAREUR/7A Offices.

(1) The ODCSENGR will--

(a) Maintain overall responsibility for GRHP policy and procedures.

(b) Establish basic GRHP management policy and procedures.

(c) Appoint GRHP COs and establish limits in the contracting warrant. GRHP COs may be DPW- and Government-employed U.S. civilians in grades GS-12 and above who are deputy DPWs or housing managers.

(2) The Chief, Housing Division, ODCSENGR, will--

(a) Plan, program, and manage the GRHP budget.

(b) Distribute lease allocations and funding for GRHP implementation to ASGs.

(c) Ensure that the cumulative cost of GRHP units does not exceed the cumulative BAH and OHA entitlements of GRHP residents.

(3) The Director, Real Estate Directorate, ODCSENGR, will--

(a) Review qualifications, establish the level of authority, and process the appointment of GRHP COs, in coordination with the Chief, Housing Division, ODCSENGR.

(b) Review and evaluate GRHP CO performance and recommend appropriate corrective action.

- (c) Process claims that exceed the COs authority.
- (d) Provide technical real estate guidance and assistance.
- (4) The Office of the Deputy Chief of Staff, Resource Management, HQ USAREUR/7A, will--
 - (a) Issue guidance to finance and accounting networks concerning the GRHP.
 - (b) Establish procedures for processing and disbursing GRHP payments.
 - (c) Establish procedures for providing lessors with collection or termination-payment documentation.

b. ASGs.

- (1) ASG commanders will--
 - (a) Manage the GRHP for the entire ASG.
 - (b) Ensure sufficient internal controls are in place to prevent fraud, waste, and abuse.
- (2) ASG DPWs and housing managers will--
 - (a) Establish and monitor local procedures for acquiring and managing GRHP units and for ensuring prompt payment of rent, utilities, and other expenses.
 - (b) Conduct energy, asbestos, and radon studies of proposed GRHP acquisitions and acquired units.
 - (c) Establish and implement procedures for maintaining and repairing GRHP units (including emergency procedures). This will ensure proper consideration of the landlord's responsibilities and the correct M&R charges are made to the GRHP.
 - (d) Establish and implement procedures to track cost data for each GRHP lease, including rent and utility payments, M&R costs, and claims.
- (3) ASG FAO, will--
 - (a) Establish internal procedures to ensure that correct and timely payments are made.
 - (b) Provide the CO and the housing division with timely and accurate documentation of disbursements against GRHP contracts.

c. GRHP CO. The GRHP CO will--

- (1) Comply with the authority and limits of his or her appointment as GRHP CO.
- (2) Ensure rental rates and lease terms are fair and reasonable according to local market conditions.
- (3) Ensure timely payment of rent and utilities.
- (4) Ensure the GRHP lease-contract file is complete with all necessary documentation and that contract execution is in the best interest of the United States Government.
- (5) Assume responsibility for administering the lease, including preparing amendments and changing the rent or other terms and conditions.
- (6) Adjudicate and settle claims in the limits delegated by the contracting warrant.
- (7) Update CO training each year.

d. Housing Managers. Housing managers will document agreements and modifications to agreements to ensure compliance and to avoid disputes between contracting parties (c(5) above).

17-4. GENERAL PROCEDURES

a. The customer service branch of the housing division normally administers the GRHP.

b. Participation in the GRHP is voluntary. The sponsor will sign a statement of understanding (fig 17-1), which will become part of the resident's file. A copy of the Certificate of Nonavailability (CNA) of Government-owned or -leased quarters will also be part of the resident's file.

c. When the customer service representative determines the private rental dwelling unit meets the minimum suitability criteria, is close to schoolbus routes (if required by the potential resident), and is free of asbestos, negotiations for acquisition of the unit under GRHP may begin, within the limits of the contracting warrant. An appraisal of fair-market rental must be conducted and documented. Coordination with the supporting BVA is required when establishing fair-market rental rates. In addition to the minimum-suitability criteria, negotiations should include as many amenities as possible at a reasonable cost. The AE Form 210-50E-R (GRHP Property Record) includes a property record, a negotiator's statement, and a sample suitability and asbestos control checklist.

d. The rent negotiated (including utilities, M&R costs, and other charges) should not exceed the average BAH and OHA expenditures by the ASG or the limits of the COs warrant.

e. When negotiations end, the negotiator will complete and sign AE Form 210-50E-R describing the negotiation process. A letter of intent for a GRHP unit is not authorized. Instead of a letter of intent, the housing manager may give the builder a statement of current and projected housing needs of the ASG, which states that if the builder has appropriate housing available, he or she may offer the available housing to the United States Armed Forces for consideration with other housing-owner offers.

f. When all parties are satisfied with the terms and conditions of the proposed lease, the customer service branch will prepare a contract package with all documents, data, and information pertinent to the proposed lease. The customer service representative will give these documents to the CO for signature. The package will include--

(1) CNA of Government-owned or -leased quarters.

(2) GRHP suitability checklist.

(3) Appraisal report.

(4) Record of negotiations.

(5) Statement of understanding.

(6) Lease (ready for signature) in English (three originals and three copies) and in the host language (three originals and two copies).

(7) Certification of funds.

g. If the CO is satisfied that the conditions for GRHP have been met, he or she will authorize the negotiator to get the landlord's signature on the contract. The CO will then sign the lease and will return the package to the customer service branch for distribution.

I/we (name of sponsor, including spouse if both are military) have been briefed and volunteer to take part in the Government Rental Housing Program (GRHP).

I/we understand that I/we will forfeit my/our basic allowance for housing and overseas housing allowance in exchange for rent, utilities, and maintenance provided by the U.S. Government.

I/we agree to reside in the unit located at _____ until my/our permanent change-of-station (PCS) date, anticipated to be (month, year) .

I/we understand that I/we am/are responsible for--

1. The actions and conduct of my family, guests, domestic employees, and pets (if pets are allowed).
2. Paying for damages to the unit caused by myself, my family, guests, domestic employees, and pets.
3. Routine care of the GRHP unit. Self-help supplies are available to help in this task.
4. Housekeeping.
5. Care and protection of both Government-owned and contractor-supplied equipment and furnishings.
6. Reasonable use of utilities.

On receipt of PCS orders, I will notify the housing assignments and termination section at least 60 days before departure.

Signature(s)

Typed/Printed name(s)

Date

***Figure 17-1. GRHP Statement of Understanding**

***This format will be used only as a guide and will not be printed, reproduced, or stocked.**

h. Normal assignment inspection procedures for Government-controlled housing apply to GRHP. Inspectors will use AE Form 210-50C. Additionally, the housing manager will brief the sponsor on the conditions of occupancy.

i. Housing managers will prepare DD Form 1354 according to AR 405-10 and send completed forms to the DPW real property branch with 1 copy of the signed lease. This form is necessary to establish real property accountability for the unit and to account for M&R costs.

j. Paragraph 17-11 provides general procedures for processing the financial documents relating to a GRHP contract. Local situations may require modifications.

k. Documents related to the GRHP unit will be kept on file at the BSB housing division. The lease contract number will be clearly displayed on the folder and will serve as the official reference number of the lease.

17-5. LEASE PROVISIONS REGARDING MAINTENANCE

The housing manager will use the following guidelines to negotiate the maintenance provisions of a GRHP contract:

a. Regular Maintenance.

(1) As a minimum, the landlord is responsible for--

(a) Paying costs of service, operation, maintenance, and repairs (including necessary replacements) for the heating plant and service, maintenance, and repair of the hot water system.

(b) Maintaining the structure of the leased premises, including roof repair; exterior painting and plastering; and replacing major components of the electrical distribution, water, and sanitary systems.

(c) Maintaining the building exterior.

(d) Repainting the external parts of the building (for example, balconies, loggias, terraces), the basement, and the boiler rooms.

(e) Controlling vermin outside the leased apartment.

(f) Doing routine maintenance (repairing sunblinds, light switches, doorlocks, watervalves, door and window fittings, blocked washbasins, and toilets).

(g) Maintaining grounds around high-rise apartments and some multiplex facilities (for example, removing snow and ice from sidewalks, approach walks, and paths to the house; cleaning sidewalks and pathways; removing weeds).

(2) If the landlord is unwilling or unable to perform routine M&R, a deductible clause should be negotiated (for example, the lessee is responsible for the first DM 100 of expense; the landlord is responsible for expenses over DM 100). The U.S. Government's responsibility for M&R is limited to the annual average allowance for initial or terminal occupancy. When M&R is subject to a negotiable clause, the DPW will ensure that a system is established to track the costs.

(3) To properly maintain the GRHP unit, the landlord may enter the unit at reasonable times to inspect and make necessary repairs. The landlord will obtain approval from the GRHP lease administrator before entering the unit. The landlord must give reasonable advance notice (for example, 3 days).

b. Emergency Maintenance. Paragraph 7-46 provides guidance for handling emergency maintenance. The GRHP lease will not have provisions that could prevent the guidance in paragraph 7-46.

c. Turnover Maintenance. To the greatest extent possible, painting and other turnover maintenance should be negotiated as a landlord responsibility. When the landlord is unwilling or unable to perform turnover maintenance, the CO should determine the most cost-effective way to do the work (for example, DPW in-house staff, contract personnel) and modify the lease terms accordingly. The cost of the turnover maintenance should be estimated during the negotiation process and should be considered when determining if the unit exceeds the COs warrant authority. The CO must ensure that costs are properly charged and reported to the GRHP unit as they are incurred.

d. Sweeping. The GRHP contract should be negotiated to state that the unit will be broom-swept when the unit is returned to the landlord. In this case, contract cleaning is not necessary. If a new GRHP lease is signed for the same unit (for example, because of a change in tenants) the U.S. Army will ensure that the unit is clean and in proper condition before the unit is turned over to the new tenant. In this case, cleaning the quarters by contract is appropriate. Contract cleaning is not charged to the GRHP unit.

17-6. UTILITIES

There are two ways to pay utilities.

a. Primary Method. In the primary way of paying, the lessor estimates utility consumption and reconciles the difference between the estimated and actual consumption each year on a date to be specified in the lease contract. To avoid inaccurate estimates, the CO will validate the lessor's estimates using engineering estimates, historical data, and local experience before executing the lease. Accuracy in estimating utility consumption is critical because overestimation may prevent lower-ranking personnel access to a GRHP lease. Underestimation may cause the CO warrant authority to be exceeded.

b. Alternate Method.

(1) Installation utilities personnel will review utility information in the appraisal report to identify utility service requirements that are not provided by the lessor. Utilities personnel will arrange with the applicable utility service suppliers to establish initial meter readings and to apply for initiation of service at a specified date, including the signing of an application form for initiation of service, when required.

(2) A procurement package will be prepared by utilities personnel and sent directly to the servicing RCO to accomplish formal procurement action with the utility suppliers either by contract or by letter order. If requested, the RCO will provide a copy of the procurement package to the regional utility power procurement office. Bills for service from utility suppliers will be sent to the DPW. The DPW will properly certify the bills and will them to the servicing FAO for payment according to established appropriated fund (APF) payment procedures.

(3) When a GRHP lease is to be permanently terminated, the GRHP representative will notify utilities personnel in advance of the intended date of termination. Utilities personnel will notify utility suppliers and the RCO of the intended termination. The RCO will formally terminate the contract.

(4) The GRHP representative is not authorized to order, accept, or terminate utility services with utility suppliers.

17-7. WARRANT AUTHORITY

a. The ODCSENGR will appoint individuals as COs for GRHP contracts.

b. A GRHP CO may exercise only the authority expressly delegated to him or her in writing through warranting procedures.

c. GRHP appointment orders will be available for inspection by contractors, agency personnel, and other interested parties. GRHP COs will be warranted by orders stating the authority granted, any limits, and the authority provided by laws and regulations. Appointments of GRHP COs remain in effect as long as the appointees are assigned to the position stated on the warrant, unless sooner terminated.

d. Only GRHP COs may enter into, modify, or terminate GRHP real estate contracts.

e. GRHP COs, in the limits of their CO delegation, are responsible to and have the authority to--

(1) Execute and administer contracts to safeguard the interest of the U.S. Government in contractual relationships and to make necessary determinations and findings under contracts.

(2) Obtain necessary approvals and otherwise comply with applicable directives.

(3) Sign contracts and amendments.

(4) Ensure current FY funds are available for paying contract obligations and that payments to the landlord are made.

(5) Review the contractor's contract performance.

(6) Get, when required, the advice of legal, technical, and administrative staff to determine the sufficiency of contracts before contract execution. GRHP COs will use only approved contract forms or will obtain legal advice from the servicing SJA office before modifying or amending contracts.

(7) Initiate appropriate action necessary to ensure satisfactory contract performance.

(8) Settle real estate claims related to the delegated contracting warrant authority.

f. Requests for CO warrants will be submitted through the appropriate command (UR 10-5, app A) to the Real Estate Directorate, ODCSENGR. Figure 17-2 shows a sample qualification statement. The person requesting a CO warrant will complete the qualification statement and include the following information:

(1) Name, address, social security number of the individual being recommended, and address of the individual requesting the warrant.

(2) Dollar amount of warrants requested.

(3) A list of courses attended concerning GRHP, contracting, real estate, and other related subjects.

(4) College degrees and state brokers licenses held by the requester.

(5) The number of years and months of experience as a CO or COR. Specify the amount of experience in each function.

NAME:

SOCIAL SECURITY NUMBER:

POSITION:

GRADE:

Related Education, Training, and Experience:

Course/Job Title:

Location:

Dates:

Experience as a contracting officer (CO) or a contracting officer's representative (COR):

Dates:

Position Title:

CO From/To:

Location COR:

I recommend the above-named individual be appointed a Real Estate Contracting Officer:

(Signature and Address of Supervisor)

***Figure 17-2. Sample GRHP Contracting Officer Qualification Statement**

***This format will be used only as a guide and will not be printed, reproduced, or stocked.**

17-8. CLAIMS

a. Avoiding Claims. A claim is a written demand for payment of money. The USAREUR objective is to manage GRHP leases prudently to avoid claims. To avoid claims, housing managers will--

(1) Brief residents on their responsibilities.

(2) Conduct thorough in- and out-checks to identify and properly record damage beyond fair wear and tear.

(3) Have residents coordinate with the housing division to settle damages with lessors. On notification of damages or on termination, every effort will be made for residents to pay for damages they caused directly to the landlord.

(4) The GRHP CO should assess damage jointly with the owners and should negotiate a fair cash settlement. This amount will be paid promptly to the owners and reimbursed by the resident to the U.S. Government through appropriate channels.

(5) Plan for sufficient funds and ensure prompt settlement of valid demands. Restoration costs are part of U.S. Government lease obligations and should be included in respective budgets. Delays in settling valid demands generate interest costs and litigation action, which require a disproportionate amount of administrative time to process.

b. Processing Claims.

(1) When an on-site settlement cannot be reached following the termination of the lease contract, the lesser may submit a written claim to the housing division. The GRHP CO will review the facts of the case and try to reach an amicable solution. Telephonic guidance on settling cases may be obtained from the supporting ASG staff or servicing SJA office.

(2) If the GRHP CO cannot settle the claim or if the claim exceeds the GRHP CO authority, an administrative report should be made according to e below. The case file and a request for increase in authority should be sent with the administrative report to the Real Estate Directorate, ODCSENGR. Files will include all documents required to make a thorough assessment.

(3) The DPW will maintain detailed claim cost records to avoid exceeding GRHP CO authority.

(4) The CO will review claims using unbiased and objective testimony and will make a recommendation as to whether claims merit payment in view of costs and benefits.

(5) A "tort claim" involves third parties not covered by the lease (for example, damage allegedly caused by a U.S. Armed Forces member to another unit in the same building not covered by the lease). In Germany, claimants to a tort claim must submit their claims to their local defense costs office (DCO). In other countries, claimants will contact the supporting SJA for guidance on submitting claims.

(6) Claims involving routine, non-emergency maintenance or repair should be referred to the RCO of the USACCE.

c. Settling. When the resident and the landlord cannot agree on a settlement, the following guidance applies:

(1) Painting and other restoration repairs or maintenance that are a U.S. Government responsibility according to the lease will be completed through the established requirements (M&R) contract or through a bulk purchase agreement.

(2) If the property may be leased again quickly, thereby incurring liability to the U.S. Government for loss of rental during renovation, the DPW may decide to have the landlord present a claim for restoration damages under the lease.

(a) The landlord or his or her legal representative and a qualified staff member from the DPW will conduct a joint out-check to determine the cost of damage above fair wear and tear. Depreciation should be applied to items (for example, floor coverings, built-in cupboards) using the technical life expectancy formula in e below.

(b) A final supplemental agreement to the rental contract will be drawn up in the amount agreed on and will be cosigned by the landlord and the GRHP CO. This document should have a quit-claim statement signed by the landlord indicating acceptance of the agreed amount and waiving all claims against the U.S. Government. Payment will be made to the landlord through the FAO. This document will become part of the official contract file with the final SF 1034 (Public Voucher for Purchases and Services Other Than Personal).

(3) Claims are costly and time-consuming for both contractual parties. Every attempt will be made to reach a settlement.

d. Emergency Repair Claims.

(1) When a GRHP CO receives an emergency repair claim from a landlord, the CO will confirm that both of the following conditions were met before processing the claim:

- (a) Emergency repairs were performed to protect the property or the safety of the residents.
- (b) The landlord repaired damage caused by willful or negligent acts of the residents.

(2) If the claim meets the conditions in (1)(a) and (b) above, an administrative report will be prepared according to f below. This report becomes the key legal document in the case file and should be a comprehensive stand-alone record of the circumstances leading to the claim. The report will include the following:

- (a) Name of the claimant and the amount claimed.
- (b) Full details of the circumstances leading to the claim.
- (c) Full details of the emergency that constituted danger to life or property.
- (d) Verification that the damages and repairs were the result of willful or negligent behavior on the part of the lessee.
- (e) Full details of the lease contract and verification that the property was in use by the lessee when the damage was caused.
- (f) Confirmation that the prices charged are fair and compare with local charges for similar items or services.
- (g) The signature of the GRHP CO.

(3) To obtain a settlement, the GRHP CO will send the claim package to the servicing FAO. The GRHP CO will sign a cover letter ordering payment of the claim to the landlord. The package should include the following:

- (a) The letter from the landlord lodging the claim.
- (b) The original invoices from the companies who made the repairs.
- (c) The completed and signed administrative report.
- (d) A signed funding availability certificate from the engineering resource management office.

(4) When the GRHP CO receives a copy of the paid SF 1034 from the FAO confirming payment to the landlord, the case file will be closed and documents will be filed with the property records.

(5) Other claims that involve non-emergency situations or the provision of unauthorized supplies or services cannot be settled by the GRHP CO without incurring personal financial liability. These claims must be submitted to the servicing RCO for guidance on settlement.

(6) The GRHP CO cannot settle tort claims involving third parties. These claimants should be advised to submit their claims to their local DCO. If in doubt, claimants should call the supporting SJA office for guidance on submitting claims.

e. Technical Life Expectancy. Figure 17-3 shows housing items and their technical life expectancy. When confronted with a landlord demand for restoration of a damaged item (new for old), the GRHP CO must adjust the item's replacement cost by depreciation using the following formula to obtain the value. In practice, items may remain usable even though they are older than their technical life expectancy. For this reason, the GRHP CP should go no higher than a 90-percent depreciation, depending on the circumstances of the case.

$$\frac{\text{Age of item (number of years)}}{\text{Technical life of item}} = \text{depreciation factor}$$

$$\text{cost of item} - (\text{depreciation factor} \times \text{cost of item}) = \text{present value of Item}$$

ITEM	YEARS
Floors	
Felt or lesser quality	5-7
Polyvinylchloride (PVC) floor (linoleum)	20
Parquet sealing	5
Parquet floor	80-100
Sanitary Installation	
Bathtub	30
Wash basin	30
Toilet	30
Mixing valve	30
Medicine cabinet	20
Miscellaneous	
Switches and plugs	20
Kitchen furniture	20
Kitchen stoves	25
Bedroom closets	30
Storage shelves	50
Intercom system	20
Mailboxes	20
Trash cans	8
Wood shutters	35
Synthetic shutters	30
Textured wallpaper	12

Figure 17-3. Technical Life Expectancies

f. Instructions for Completing Administrative Reports.

(1) On receipt and investigation of a GRHP contract claim, the investigating officer will prepare an administrative report in memorandum format. The report will--

- (a) Identify the property concerned by type, address, date leased and returned, and contract number.
- (b) Identify the claimant and the amount claimed. (The claim must be in writing.)

(c) Verify that the terms of the lease contract have been reviewed and the investigator believes the claim is or is not valid, stating reasons. Investigators preparing interest claims for late payment of rent must ensure delay clauses do not cover the period interest is claimed.

(d) Verify whether or not the property was or was not in U.S. Government use at the time covered by the claim.

(e) Give full details of the circumstances leading to the claim and whether or not the United States Armed Forces received the benefit of the items claimed.

(f) Confirm whether or not the prices of items charged are fair and reasonable.

(g) Confirm whether or not there is evidence of fraud, collusion, or other doubtful aspects.

(h) Explain why RCO channels or the in-house workforce could not complete the repairs that generated the claim.

(i) Give the names of persons who caused the damage and state whether a commander's inquiry or a report of survey has been initiated. If a commander's inquiry or a report of survey is completed, give the final results.

(j) Explain the measures taken to prevent claim recurrence.

(k) Be based on facts, making a recommendation as to whether or not the claim should be paid or rejected. If the claim should be paid, state the amount to be paid.

(l) Be signed by the chief of the unit responsible for submitting the report (for example, the DPW or the housing manager).

(2) Difficult claims or claims exceeding CO authority require review by a real estate CO and the servicing SJA office. To comply with Army regulations, the investigating officer will send the administrative report with the case file and the following documents:

(a) The original written claim from the lessor with the original invoices. In Germany, if the claim was submitted through the *BVA*, copies of their correspondence should be included.

(b) A fund availability certification covering the full amount claimed (not the amount appraised).

(c) A copy of or respective extracts from the signed lease contract between the landlord and the U.S. Government.

17-9. PAYMENT OF BROKERAGE FEES FOR GRHP

a. GRHP Broker Agreement. When a rental property listed with a broker (rental agent) is acquired for the GRHP, written notification of acceptance to the broker will be completed to ensure an audit trail when the broker (rental agent) is authorized reimbursement for a fee. A standard "broker agreement" should be developed for all brokers who require reimbursement. After a standard fee is negotiated, the broker and CO will complete and sign the form. The broker may then release information on listed rental properties directly to GRHP housing counselors.

b. Notice of Acceptance to Broker. A written notification (notice of acceptance to broker) will be prepared when a rental agreement has resulted from information provided by a broker. The agreement will include the computation of the fee and request an invoice from the broker to facilitate payment.

c. Conformance. BSB housing managers should modify GRHP broker agreement and notice of acceptance to broker forms to comply with HN laws.

d. Certificate of Performance. The CO will submit SF 1034, the appropriate tax-relief documents, and a transmittal letter to the servicing finance office for payment. Figure 17-4 is a sample certificate of performance.

-
1. I certify that the services billed have been received and are according to the terms of the rental contract. The value-added tax (*Mehrwertsteuer*) is not payable under the provisions of the Status of Forces Agreement.
 2. Request payment be made to the contractor as listed on the rental contract.

Signature of GRHP CO

Date

Figure 17-4. Sample Certificate of Performance

17-10. FINANCIAL PROCESSING PROCEDURES

a. Policy. The ODCSENGR will prescribe policy for managing funds available for the GRHP.

b. Funding.

(1) The GRHP is funded by AFH P194000 appropriations. Only the designated representative delegated by the DPW as a certifying authority may certify funds available for GRHP contracts.

(2) The GRHP CO will make commitments on DA Form 3953 (Purchase Request and Commitment). Use of other forms to certify funds availability is not authorized.

(3) The CO will not sign a contract or an agreement requiring disbursement of APFs before receiving a properly completed DA Form 3953 certifying the availability of enough funds to cover the proposed obligation in the current FY.

c. Payment.

(1) The CO will send one signed copy of the GRHP lease, one signed original DA Form 3953, one signed original SF 1034, and one signed AE Form 210-50M (Government Housing Program Invoice) from the lessor to the FAO for payment by the fifth workday after the effective date of the GRHP lease. The CO will ensure that verification of payment is returned from the disbursing authority and properly filed in the GRHP lease folder.

(2) When utilities are provided by the lessor under the lease terms, annual settlements to actual cost will be made on presentation of official utility bills. COs must document dates for reconciliation in the contract.

Add the following to appendix A:

Section I, Required Publications. Add the following:

AR 55-46, Travel Overseas
AR 735-5, Policies and Procedures for Property Accountability
UR 10-5, HQ USAREUR/7A Organization and Responsibilities
UR 27-9, Misconduct by Civilians
UR 37-4, Providing Temporary Lodging Allowance in USEUCOM
UR 200-1, USAREUR Environmental Quality Program
UR 210-6, Furniture and Household Equipment Support for Family Housing and Unaccompanied Personnel Housing
UR 405-4, Acquiring, Managing, and Disposing of Real Estate in Belgium, the Netherlands, Luxembourg, France, and the United Kingdom
UR 405-8, Acquisition, Administration, and Disposal of Real Estate in the Federal Republic of Germany
UR 405-9, Acquisition, Administration, and Disposal of Real Estate in Italy
UR 405-15, Facilities Utilization Management
UR 600-437, Accommodations and Subsistence
UR 600-700, Identification Cards and Individual Logistic Support
UR 612-1, Community Central In- and Outprocessing
UR 690-74, Housing of Local National Employees in Germany

Section II, Related Publications. Add the following:

AR 608-75, Exceptional Family Member Program
UR 10-20, USAREUR Base Operations
UR 350-18, Cadet Troop Leader Training
Technical Note (TN) 210-50-6, Community Homefinding, Relocation, and Referral Services
TN 210-50-6, Home Buying Guide
TN 210-50-6, Selling Your Home Guide
TN 210-50-6, Renting Your Privately Owned Home Guide

Section III, Prescribed Forms. Add the following:

AE Form 210-50A (Facility Use and Inventory Record)
AE Form 210-50C (GRHP Premises Condition and Inventory)
AE Form 210-50D (Inventory and Condition Report)
AE Form 210-50E-R (U.S. Government Rental Housing Program (GRHP) Property Record)
AE Form 210-50G (Detailed CHRRS Rental Listing)
AE Form 210-50H (Premises Condition and Inventory Report)
AE Form 210-50J (Mietvertrag – Rental Agreement)
AE Form 210-50M (Government Housing Program Invoice)
AE Form 210-50N (GRHP Fiscal Year Cost Report)

Add appendix S as follows:

APPENDIX S

NONTEMPORARY STORAGE OF HOUSEHOLD GOODS INCIDENT TO OCCUPYING GOVERNMENT QUARTERS

S-1. AUTHORIZED STORAGE IN THE OVERSEAS THEATER

Although nontemporary storage (NTS) is normally restricted to warehouse facilities in the continental United States, NTS in the overseas theater may be authorized by the area support group (ASG) transportation officer if space is available and under any of the following conditions:

- a. Intertheater transfer or consecutive overseas tour move in which the sponsor is required to reside in Government quarters smaller than the one he or she resided in at the previous duty station.
- b. Leased housing closure, in which the sponsor is required to move into Government quarters smaller than the previously occupied leased quarters.
- c. Sponsor acquires additional furnishings through marriage or inheritance before moving intratheater to another installation.
- d. Sponsor becomes ineligible for Government family housing because of separation, divorce, or family members return to the United States (early return of family members at personal expense). However, if a sponsor loses eligibility for Government family housing because the ASG commander directed the return of family members due to misconduct, NTS may be authorized by the ASG commander.

S-2. STORAGE FACILITY

The Government facility in Gießen, Germany, will be used for NTS when storage in the overseas theater is prudent. The Gießen facility, operated and controlled by the USAREUR consolidated personal property shipping office (CPPSO), is used for storage of household goods that exceed the capacity of assigned Government quarters. The USAREUR CPPSO manages the operations and maintenance Army funds in the base operations D account for all USAREUR installations in Germany to pay the cost of drayage and storage.

Add appendix T as follows:

**APPENDIX T
PROCEDURES FOR MOVING FAMILIES BECAUSE OF GOVERNMENT-CONTROLLED OR -LEASED
HOUSING CLOSURES**

T-1. PROCEDURES

The procedures in this appendix apply when families are directed by the U.S. Government to relocate because Government-controlled housing is scheduled for return to the host nation or Government-leased housing is scheduled for return to owners.

T-2. MINIMIZING NEGATIVE EFFECTS

The housing division will minimize the negative effects the move may have on the families involved by observing the following guidelines:

a. Notification of the move will be made in writing. Housing representatives also will meet personally with families to work out details and scheduling.

b. Families will be offered the widest possible choice of units that are available and appropriate for their rank or grade, category, and family size.

c. If necessary to meet termination schedules, commanders will authorize priority assignment to quarters.

d. Housing and transportation offices will coordinate and schedule each move at the convenience of the family.

(1) Families will be moved directly from their Government-owned or -leased unit to permanent quarters.

(2) Government furnishings and appliances will be picked up and delivered to the new unit before the move, if possible.

e. Units being terminated must be cleaned by the occupants according to the following minimum standards:

(1) Appliances will be cleaned completely.

(a) Ranges. Clean all areas inside and outside to remove grease, burned and crusted-on food, dust, tarnish, and cleaning streaks.

(b) Refrigerators.

1. Defrost freezer and wipe doors.

2. Thoroughly clean inside and outside, removing all food particles.

3. Clean doors, door gaskets, sides, top, and area around coils.

4. Clean and replace drain pan.

5. Unplug and leave door open.

(c) Dishwashers.

1. Clean interior and exterior surfaces, door gasket, baskets, and soap dispenser.

2. Remove mineral deposits from bottom of machine and inside of door.

(2) Floors, rugs, and installed carpet will be swept and vacuumed.

(3) All shelf paper, tape, staples, and tacks will be removed from cabinets.

(4) Stains, lime and mineral deposits, and excessive soap residue will be removed from all equipment and fixtures in the kitchen, bathrooms, and toilets.

(5) Garbage will be thrown out and crusted-on garbage will be cleaned from trash cans.

(6) Lint, dust, dirt, and animal hair will be cleaned from upholstered furniture.

(7) Dust, dirt, food particles, and other foreign matter will be removed from surfaces and drawers of wooden furniture.

(8) All trash and personal items will be removed, including plants and clothes hangers.

T-3. REIMBURSEMENTS

a. Housing managers may authorize a temporary lodging allowance payment on an emergency basis if the move cannot be accomplished in 1 day and if the family must occupy temporary (hotel) facilities (UR 37-4).

b. Families may be reimbursed for telephone-connection charges incurred as a result of a Government-directed move. This expense is charged to the same account used to fund the move. The housing division will help soldiers--

(1) Arrange for telephone service to be turned on or off.

(2) Get reimbursed for connection charges. (Paid receipt is required.)

Add appendix U as follows:

APPENDIX U

HOUSING SERVICE CHARGES FOR CIVILIANS WHO RESIDE IN GOVERNMENT-CONTROLLED HOUSING

U-1. APPLICABILITY

a. DOD (for example, Department of the Army, Department of Defense Dependents Schools, Defense Commissary Agency) civilian employees, either accompanied or unaccompanied, who reside in private rental housing and receive living quarters allowances (LQAs) in communities that have excess housing (above that required for assignment to military families) may be assigned to excess Government-controlled quarters (GCQ) on a voluntary basis as part of the employee's overseas extension agreement. A copy of the assignment order will be sent to the servicing civilian personnel office and the employing organization.

b. U.S. civilian employees assigned to nonappropriated fund (NAF) agencies may also be assigned to excess Government-owned housing. The following are examples of organizations and personnel to whom this policy may apply. These examples do not establish eligibility for Army housing.

- (1) NAF personnel entitled to a housing allowance or equivalent benefits.
- (2) NAF personnel authorized quarters based on UR 600-700. The following are examples of NAF organizations:
 - (a) American Forces Network, Europe.
 - (b) Armed Forces Recreation Center.
 - (c) Army and Air Force Exchange Service, Europe.
 - (d) The Boy Scouts and Girl Scouts of the United States of America.
 - (e) Community family support agency.
 - (f) Officer, noncommissioned officer, and enlisted clubs.
 - (g) Stars and Stripes.
 - (h) USAREUR Vehicle Registry.

c. Organizations supporting USAREUR activities with personnel if the contract specifically includes housing or HQ USAREUR/7A (AEAEN-PW-HSG) approves the exception. The directorate of public works (DPW) will provide the employing organization a copy of the order or authority assigning these civilians to GCQ. These organizations and personnel include--

- (1) Banking and credit organizations.
- (2) Contractor technical representatives.
- (3) General education institutions (for example, Boston University, University of Maryland).
- (4) Non-U.S. military personnel (including French liaison personnel) who are authorized Government housing under local agreements.

d. This procedure does not apply to--

- (1) U.S. military personnel.

(2) Local national (LN) employees who, based on UR 690-74, occupy supplementary quarters and reimburse the U.S. Government by cash or payroll deduction (e below).

(3) Civilian support personnel who, based on UR 600-437, occupy Army unaccompanied personnel housing and reimburse the U.S. Government by cash or payroll deductions.

(4) Residents of transient quarters who pay fees based on the basic AR.

e. LN employees who occupy quarters based on UR 690-74 and civilian support personnel who occupy quarters based on UR 600-437 are subject to the provisions in those regulations. Area support group (ASG) commanders will determine applicable operation-and-maintenance service charges for these personnel in facilities under the ASG commander's jurisdiction. In determining these charges, one-time requirements will not be included in the costs. AR 420-16, paragraph 2-6, provides additional guidance. Charges will be assessed by net living area for occupied rooms or for the portion of rooms in these facilities.

U-2. AGREEMENTS FOR REIMBURSEMENT

a. The agreement for DOD civilian employees assigned to excess Government-owned housing will indicate that USAREUR is authorized to use the employee's LQA entitlement to reimburse Army family housing for costs of housing services rendered (including utility costs). The housing service-charge rate will be computed based on actual costs (that is, actual costs to operate and maintain the GCQ, including utilities costs, by type of dwelling unit for civilians assigned).

b. USAREUR and sponsoring organizations will enter into agreements or update existing memorandums of understanding or interservice support agreements when sponsoring organizations must reimburse USAREUR ASGs for employees who occupy Government-owned housing.

U-3. MONTHLY HOUSING SERVICE CHARGES

a. The DPW will administer and execute a DD Form 448 (Military Interdepartmental Purchase Request (MIPR)) under funded reimbursable procedures as prescribed in this appendix to ensure the prompt establishment of fund availability, reimbursements earned, and the processing of collections for the family housing support provided to the various categories of civilian personnel.

b. The DPW will prepare and submit MIPRs by the 25th of each month for acceptance by the respective agencies or organizations for the civilians assigned to GCQ. The MIPR will show monthly housing service charges established annually by the ASG (based on the actual cost to operate and maintain the GCQ) for the civilians assigned. A prorated amount of the monthly maintenance charge will be assessed for the dwelling unit when the quarters are assigned or cleared between the first and last day of the month.

U-4. COLLECTION PROCEDURES

a. The DPW will process MIPRs as accepted by the sponsoring agencies or organizations to servicing FAOs as orders received and reimbursements earned. In the case of service organizations (para U-1c above), the DPW will initiate, accept, and process MIPRs to the servicing FAO under the authority of the USAREUR agreement and directive or other local written arrangements. A copy of these MIPRs will be sent to the employing organization. MIPRs will be supported by a list of all civilians. The list will include the name, agency, type of quarters, and charges assessed based on records of the housing division.

b. Payment of quarters-maintenance charges is the responsibility of the sponsoring organization. The servicing FAO will prepare and send a consolidated monthly bill to the sponsoring or employing organization (paras U-1a through c). The appropriated fund agencies (para U-1a) will reimburse by a no-check transaction on behalf of their civilians assigned to GCQ.

Add appendix V as follows:

APPENDIX V

HOUSING DOMESTIC EMPLOYEES IN GOVERNMENT-CONTROLLED QUARTERS

V-1. PURPOSE

This appendix provides guidance and procedures for housing domestic employees in Government-controlled quarters (GCQ) in USAREUR.

a. Area support group (ASG) commanders will--

(1) Ensure the sponsor has followed the employment requirements of the host nation and USAREUR.

(2) Keep a file on each domestic employee. If the employee is a foreign national, the file will include copies of the employee's passport, background check, work permit, and employment contract. If the employee is a local national, the file will include the employee's identification card, background check, and employment contract.

(3) Keep a copy of the approved request to allow domestic employees to reside in GCQ with the sponsor and the sponsor's family.

(4) Issue an installation pass to domestic employees approved to reside in GCQ.

(5) Notify the sponsor 30 days before the employee's work permit expires, if required.

(6) Revoke authorization for domestic employees to reside in GCQ for misconduct; for reasons relating to health, safety, morale, or welfare on the installation; or for violations of the basic regulation or this supplement.

b. Building and stairwell coordinators will monitor attics, basements, storage areas, and areas commonly known as "maid's quarters" to ensure these areas are not used as living quarters by domestic employees or other personnel.

c. The sponsor will--

(1) Comply with USAREUR policy and host-nation employment requirements when hiring a domestic employee.

(2) Request approval from the ASG commander to allow a domestic employee to reside in GCQ with the sponsor and the sponsor's family. The request will be sent through the housing division to the ASG commander.

(3) Give the ASG or base support battalion security office a copy of the employment contract. The contract must include the clause, "The authority of the employee to occupy GCQ will terminate when the employer vacates Government-controlled housing for any reason or on termination of the employment contract. Under these circumstances, the employer will give notice of termination of the employment contract." The local legal assistance office may help prepare the contract.

(4) Obtain a satisfactory background check for the employee through the local military police (MP).

(5) Ensure domestic employees have a valid residence permit and work permit (if required).

(6) Ensure domestic employees reside in the assigned living area of GCQ. Sponsors cannot use attics, basements, storage areas, or any area in the building referred to as maid's quarters as living quarters.

(7) Notify the housing division and MP when the employment of the domestic employee ends.

(8) Obtain employment and housing approval for each new employee.

V-2. HOUSING ENTITLEMENTS

Sponsors are not authorized--

a. Bedrooms for domestic employees.

b. Government furnishings for domestic employees.

c. Housing entitlements because of the employment of domestic help.

V-3. END OF ENTITLEMENTS

a. Domestic employees must leave GCQ when the sponsor clears quarters or the employment ends by termination or resignation.

b. Domestic employees cannot be “passed on” to the next resident. If the employee will be employed by the next resident of the GCQ, the employment-and-housing-approval process must start over with the new sponsor.

Add appendix W as follows:

**APPENDIX W
DEPLOYMENT**

W-1. INTRODUCTION

This appendix prescribes policy and procedures for the occupancy of Government and private housing during a soldier's deployment, and provides guidance to sponsors and family members during the deployment.

W-2. SOLDIERS RESIDING IN GOVERNMENT-CONTROLLED QUARTERS

a. Deployed soldiers are authorized and encouraged to keep their Government-controlled quarters (GCQ) for the duration of the deployment.

b. Family members may remain in GCQ until the sponsor returns from deployment. Spouses who remain in their assigned quarters assume responsibility for the quarters.

c. Families residing in GCQ will not be involuntarily moved from current quarters on deployment of the soldier sponsor, even if those quarters are scheduled for return to the German Government. USAREUR policy is that families of deployed soldiers may only be involuntarily moved with the explicit approval of the area support group commander according to this supplement. Families may be voluntarily relocated at Government expense.

d. If a soldier terminates family quarters for personal convenience, the soldier may reapply for family housing when he or she returns from deployment if he or she has at least 12 months remaining in the command. The eligibility date would be the date of application. A temporary lodging allowance (TLA) is not authorized while waiting for quarters to become available. If family members return before the soldier signs for quarters, all expenses incurred while waiting for housing will be the responsibility of the soldier.

e. If a soldier elects advance return of family members to the continental United States (CONUS) at Government expense, he or she is eligible to reapply for housing on return from deployment if the soldier has a minimum of 12 months remaining in the command and command sponsorship is reestablished. The eligibility date would be the date command sponsorship is reestablished.

f. Family members who elect to return to CONUS (at personal expense) may continue to keep GCQ while the soldier is deployed provided the relocation is temporary and the family plans to return to the quarters. No time limit is associated with absence from quarters. Family members are required to identify a POC who will be in charge of the quarters and will be expected to maintain the quarters according to standard occupancy requirements and responsibilities. This name and address of the POC must be provided in writing to the housing division and rear detachment commander. If a POC is not identified to maintain the quarters and the spouse cannot be contacted, coordination will be made with the rear detachment commander to contact the deployed soldier before termination of abandoned-quarters proceeds.

g. Single parents and Army married couples, even if both are deployed, may keep Army family housing. When children are involved, a nondependent family member may reside in the quarters to act as a guardian. A POC must be appointed by the soldier to maintain the quarters and handle emergencies. The housing division and rear detachment commander must be notified in writing of the POC.

h. Soldiers and families who are in CONUS when the soldier is notified of deployment will be placed on a waiting list for family housing when the soldier inprocesses. The personnel service detachment initiates and validates a family travel request in the USAREUR Community Automation System (UCAS) that provides a location of the spouse and eligible family members. The housing division will identify the availability date of GCQ in the UCAS and a request is sent to the closest CONUS installation. That installation notifies the spouse and prepares family-member travel orders.

i. Family members who decide to wait in CONUS until after the deployment will not lose their entitlement to housing and will keep their position on the waiting list for quarters.

j. Soldiers on waiting lists may elect to be bypassed on the list until they return from deployment or may have their spouses accept an offer of quarters. Spouses may sign for quarters and furnishings, even if that housing is serviced by an Air Force housing office. A power of attorney is not required.

W-3. SPONSORS RESIDING IN PRIVATE RENTAL HOUSING

a. Families and unaccompanied soldiers residing in private rental housing (PRH) have the option of keeping or terminating the lease. Personnel who elect to terminate PRH leases are lawfully required to fulfill the contract terms in the lease agreement regarding termination notice, cleaning, damages, and redecoration. Costs associated with termination of the lease agreement may be at the sponsor's expense and will not be reimbursed by the Government.

NOTE: Before an extended absence, unaccompanied personnel must notify the landlord of the absence and make arrangements for payment of rent, utilities, and telephone bills for the care and upkeep of the rental unit.

b. Sponsors are responsible for fees associated with the disconnection or reconnection of utilities, telephone, or cable when they voluntarily terminate PRH.

W-4. SOLDIERS IN UNACCOMPANIED PERSONNEL HOUSING

a. Soldiers may be required to vacate GCQ if the quarters are needed to house follow-on forces. Personal property will be packed and stored at Government's expense during deployment. Reimbursement of telephone and cable TV reconnection fees will be at Government expense.

b. If not required to vacate quarters, soldiers--

(1) Residing in a one-person room may have their personal property inventoried by a unit supply noncommissioned officer (NCO) (or by a unit-appointed authority), Government furnishings and equipment inventoried, and their rooms secured. Only unit supply personnel or rear detachment personnel will have access to the soldier's rooms for emergency purposes.

(2) Who share their quarters with a roommate may have their personal property inventoried by a unit supply NCO or unit-appointed authority and stored.

W-5. HOUSEHOLD GOODS

a. Packing. The packing and storage contractor expects to pack all household goods (HHGs) for single and unaccompanied soldiers while the soldiers are present. If the soldier is involved in other critical deployment duties or the unit departs on very short notice, the unit and soldier must plan to have someone oversee the packing process. If soldiers cannot personally oversee the packing, they must choose someone they trust to do so for them and give that person a special power of attorney, which authorizes that person to make packing arrangements.

b. Authorized Storage Weight. The soldier's maximum storage in USAREUR while deployed is their full Joint Federal Travel Regulation (JFTR) weight allowance minus the weight of HHGs stored in CONUS. The full JFTR weight allowance is variable by rank and marital status and is greater than the restricted weight allowed for shipments in and out of USAREUR. If a soldier's stored HHGs exceed the shipping allowance for a permanent change-of-station (PCS) move and the soldier is required to do an emergency PCS during or at the end of deployment and does not get access to the stored goods to eliminate the excess weight, the installation transportation office may grant an increased shipping weight allowance to cover the excess up to the maximum storage weight.

c. Personal Property of Unaccompanied Personnel. Unaccompanied soldiers' personal property that was packed and stored at Government expense during deployment will be returned to the soldiers' quarters at Government expense.

W-6. TEMPORARY LODGING ALLOWANCE

a. Interim TLA is authorized for soldiers and their family members in the following circumstances if quarters are not available when the soldier returns:

(1) Soldiers maintained their position on a housing waiting list for family quarters and requested to be bypassed during the deployment.

(2) Soldiers who deployed on arrival in USAREUR and are not on a waiting list for family quarters.

b. Interim TLA is authorized after command sponsorship is approved and reestablished in the following circumstances. All expenses incurred while waiting for command-sponsorship approval and reestablishment will be the responsibility of the sponsor.

(1) Soldiers' family members terminated their assignment to quarters and returned to CONUS before or during the deployment at Government expense on advance return of family member orders.

(2) Army married couples (military married to military) whose children returned to CONUS at Government expense (advance return of family member orders) during deployment.

c. Interim TLA is not authorized for--

(1) Soldiers whose family members terminated their assignment to quarters and returned to CONUS at personal expense during the deployment.

(2) Army married couples who terminated their assignment to quarters before deployment.

d. If GCQ are not available after an unaccompanied soldier's redeployment, interim TLA is authorized for the soldier to seek PRH.

Add appendix X as follows:

**APPENDIX X
EVICITION PROCEDURES**

X-1. PROCEDURES

The following procedures will be used to terminate housing assignments if the sponsor refuses to vacate Government-controlled quarters after being directed to do so by the area support group (ASG) commander.

a. The ASG commander will send a registered letter to the sponsor and provide a copy to the sponsor's unit commander. The letter will--

(1) Give the effective date the quarters assignment will terminate and the reason for the termination.

(2) Instruct the sponsor to remove personal property. The letter will give a date the sponsor must complete removal of personal property (at least 30 days from the date of the notification letter).

b. The requirement for 30 days advance notice to vacate housing may be reduced when--

(1) Occupancy of quarters during the 30-day notice period poses a threat to the health, safety, or welfare of members of the ASG where the housing is located.

(2) The threat ((1) above) would be eliminated or substantially reduced if the sponsor or the sponsor's family members vacated the quarters.

c. Early return of family members to the United States may not be appropriate. The directorate of public works will process decisions regarding early return of family members according to AR 55-46 and UR 27-9. Sponsors who are evicted from quarters and who choose early return of family members must serve the entire with-dependents tour.

d. The sponsor should be present for the termination inspection. He or she may appoint a representative by power of attorney to act on his or her behalf. The power of attorney does not need to be notarized.

e. If the sponsor continues to refuse to vacate housing, the ASG commander will--

(1) Appoint an officer or a senior noncommissioned officer (sergeant first class or above) to supervise the inventory of personal property.

(2) Inform the local military police (MP) and direct them to have an MP officer present during the eviction to maintain order and initial inventory sheets.

(3) Direct the housing manager or a designated representative to be present during eviction proceedings.

(4) Ensure that the sponsor's personal property is turned over to the transportation officer for storage or disposition.

X-2. EVICTING FAMILY MEMBERS WITHOUT SPONSORS

If the quarters are occupied by family members who no longer have a military sponsor (for example, death or divorce), the eviction notice will be sent to the adult responsible for the household (normally the remaining spouse). If the remaining spouse is not an American citizen and does not intend to return to the continental United States, the housing manager should seek advice from the servicing staff judge advocate office.

Add appendix Y as follows:

APPENDIX Y

BASIC PROCEDURES FOR OPEN-REFERRAL AND WAITING-LIST SYSTEMS FOR PRIVATE RENTAL HOUSING

Y-1. GENERAL

a. The open-referral and waiting-list systems each have advantages and disadvantages. The housing manager should carefully review both systems to determine which system would be most effective in the serviced area.

b. Base support battalion (BSB) housing managers who wish to use another system should first consult the area support group to ensure the system does not promote discrimination in housing.

Y-2. OPEN-REFERRAL SYSTEM

a. Under the open referral system, housing lists are available to all customers on a first come, first served basis.

b. In developing local operating procedures, the following basic provisions should be included:

(1) Units will be listed in a central location that is available to all customers. Listings may be categorized by unit size but will not be further subdivided by rank.

(2) Listings will not include the specific street address or the landlord's name and telephone number, but will include the following information:

(a) City, neighborhood, or town.

(b) Size of unit (number of bedrooms and square footage).

(c) Rent plus estimated utility costs.

(d) Other associated costs.

(e) Amenities (garage, balcony, fireplace).

(f) Availability date.

(3) Customers who wish to inspect a specific unit will contact a customer service representative. The customer service representative will arrange the necessary appointment. The unit may be reserved for that customer, normally for 24 or 48 hours. The customer must make a decision on the unit and notify the customer service representative in the time allotted. Failure to notify the customer service representative may result in the unit being offered to another customer.

c. The open referral system offers customers the widest possible choice of available units. In areas where the demand for housing significantly exceeds available housing, the open referral system may be somewhat more difficult to manage.

Y-3. WAITING-LIST SYSTEM

a. The private rental housing (PRH) waiting-list system is similar to the waiting list for Government-controlled quarters. Customers are placed on waiting lists when they apply for housing. Community homefinding, relocation, and referral services offer available units to the customer at the top of the applicable waiting list.

b. In developing local operating procedures, housing managers should consider the following basic provisions:

(1) Separate waiting lists should be maintained for each unit size (for example, one bedroom, two bedrooms, three bedrooms, four or more bedrooms).

(2) Customers are placed on the waiting list appropriate to their family size. The effective date of placement on the list normally is the date the customer completes the housing application. The waiting list will include a notation of the maximum housing cost for the customer.

(3) Housing managers will offer units under BSB housing division control (units currently occupied by U.S. Government personnel or new listings found by customer service representatives) to the person highest on the appropriate waiting list that can afford the unit. If the customer service representative cannot reach the first person eligible for a unit in a reasonable period of time (for example, 24 to 48 hours), the customer service representative will try to contact the next eligible person on the list. The waiting-list position of the first person will not be affected by the customer service representative's failure to contact the person to offer the unit.

(4) When a unit is offered, the customer will have a specific period of time (normally 24 to 48 hours) to inspect the unit and determine if the unit is suitable. If the customer does not notify the customer service branch of his or her acceptance or rejection of the unit in the specified time, the unit will be considered rejected by the customer.

(5) If the customer believes that a unit does not meet adequacy standards, a customer service representative will inspect the unit and make a determination. Units rejected because they are inadequate according to the adequacy standards will not affect the customer's placement on the waiting list.

(6) If a customer locates a new listing (one not provided by the BSB housing division) and the unit is adequate, the customer may rent the unit regardless of his or her position on the waiting list.

(7) Dwelling units that do not meet all adequacy standards but have previously been acceptable to U.S. Government personnel may be placed in a separate "open referral" category (for example, a unit outside the normal commuting area). These units will be available according to normal open-referral procedures. Housing managers will ensure applicants are fully briefed on the reason the unit does not meet standards. The applicant will agree in writing that the unit is acceptable as a permanent assignment. The inadequacy will not be grounds for requesting an exception to policy later.

(8) Personnel living in private rental housing (PRH) approved by the BSB housing division will not be included on PRH waiting lists unless permitted by an exception to policy. These personnel may be put on open-referral lists.

(9) A PRH applicant normally will not be on more than one PRH waiting list in an area support group at the same time.

c. The waiting-list system treats all customers equally; customers whose duty station is not convenient to the housing division are not at a disadvantage. Customers who use their own initiative to locate new listings may benefit from their efforts. Customers receiving a temporary lodging allowance (TLA) may have difficulties on a waiting-list system, since waiting times may exceed TLA authorizations.

Add appendix Z as follows:

**APPENDIX Z
PETS IN GOVERNMENT HOUSING**

Residents of Army family housing (AFH) are responsible for maintaining and controlling their pets. The privilege to maintain an animal is granted to residents based on the owner's ability to responsibilities. This privilege may be withdrawn if the pet displays a threat to the health or safety of personnel, becomes a nuisance, or the pet owner fails to responsibilities.

a. No more than two dogs or cats or combination thereof are authorized per dwelling unit. Other domestic pets, including goldfish, hamsters, and birds, may be kept in AFH. Exotic pets (for example, snakes) are prohibited.

b. Owners are required to register their pets with the post veterinary clinic within 2 weeks after acquiring the pet or the arrival of the pet at their permanent command. The owner must present evidence of the pet's current vaccinations (to include rabies) at the time of registration, maintain a record, and update required vaccinations, as necessary. A vaccinated animal will receive a rabies tag that will be worn by the animal at all times.

c. Sponsor and their spouses will ensure that pets are controlled so that they do not become a public nuisance or menace. Animals that habitually bite, scratch, attack, or otherwise threaten people without provocation are a community health menace and will not be allowed in Government housing or facilities. A severe incident (for example, an animal that has attacked an individual) is cause for removal of the offending animal, regardless of the number of prior incidents.

d. Pet owners residing in AFH are subject to host-nation (HN) laws governing the treatment of pets. HN law and USAREUR policy prohibit the inhumane or abusive treatment of animals. Inhumane or abusive treatment is defined as any act or omission whereby an animal's physical or psychological well-being is compromised unnecessarily. Punishment for violation of HN law may be in the form of fines or actual removal of the pet from the owner's possession. In cases where owners are negligent in pet care or supervision, immediate action will be taken to have the pet removed from the area, when appropriate.

e. HN law imposes absolute liability on the animal's owner or keeper for damages to public or private property and personal injury. Liability insurance for pets is recommended.

f. Breeding pets and the construction and maintenance of kennel-type operations are prohibited in Government-controlled quarters (GCQ).

g. When outside the owner's quarters, animals will be kept on a leash and will be accompanied by an individual capable of controlling the pet. Young children under the age of 12 without adult supervision will be considered incapable of controlling the pet.

h. Dogs and cats will not be allowed to relieve themselves on balconies, playgrounds, or within 50 feet of family housing buildings. Pet owners will clean up excrement from their pets. Building coordinators will designate pet-walk areas. Building residents who are pet owners will be responsible for maintaining these areas.

i. Pets will not be--

- (1) Tied to stair railings, radiators, pipes, shrubbery, or trees.
- (2) Kept in fenced playgrounds where children may congregate.
- (3) Allowed on balconies unattended.
- (4) Housed or locked in storerooms, attics, or basement rooms in GCQ.
- (5) Allowed in laundry rooms.

j. Complaints or improper control of pets will be reported to the military police (MP). The MP will investigate complaints and, when appropriate, send an MP report to the BSB commander for action.

k. A sanitation inspection (health and welfare) may be conducted on any apartment alleged by written complaint to be substandard in cleanliness, odorous, or where a pet has apparently been abandoned (this suppl, para 8-11). Entry into the quarters will be in the presence of the sponsor or an adult family member unless immediate entry is required to prevent damage or destruction of Government property.

l. Owners who abandon their pets are subject to action under the Uniform Code of Military Justice and are responsible for all costs incurred by the Government in relation to the transfer, care, custody and final disposition of the animal. During extended absence (for example, temporary duty, deployment, leave), pet owners must make arrangements for the care of their pets. Pets will not be left unattended in vacant quarters for an extended period of time.

m. Pet owners will comply with HN and individual state laws regarding "fighting dogs."

Add appendix AA as follows:

**APPENDIX AA
SAMPLE PRIVATE RENTAL AGREEMENT AND AMENDMENTS FOR GERMANY**

AA-1. SAMPLE RENTAL AGREEMENT

**Mietvertrag
Rental Agreement**

zwischen / between

Mieter / Tenant

Name / Vorname
Name / First Name

Sozialvers.# / Rang
SSN / Rank

Arbeitsstelle / Telefon
Organization / Telephone

und / and

Vermieter / Landlord

Name / Vorname
Name / First Name

Adresse
Address

Telefon
Telephone

Die nachfolgend aufgeführte Mietsache wird als Wohnraum vermietet:
The following listed rental unit will be rented as living quarters:

Straße / Haus # / Apt # / Stadt
Street / House # / Apt # / City

Wohnzimmer
Living Room

Eßzimmer
Dining Room

Schlafzimmer
Bedrooms

Küche
Kitchen

Bad
Bath

WC
Toilet

Balkon
Balcony

Terrasse
Terrace

Garten
Garden

Keller
Basement

Speicher
Attic

Garage
Garage

KFZ Stellplätze
Parking Spaces

Andere Räume
Other Rooms

Wohnfläche
Living Space

Qm
m²

Haustiere erlaubt
Pets allowed

Ja
Yes

Nein
No

Folgende Einrichtungsgegenstände werden mitvermietet:
 The following items of furniture are included in the lease:

Das Mietverhältnis beginnt am: _____ und läuft auf unbestimmte Zeit.
This rental agreement becomes effective on: _____ and will continue indefinitely.

Grundmiete _____ Nebenkosten _____
 Basic Rent _____ Utilities _____

Die monatliche Miete ist im voraus zu bezahlen, spätestens am 3. Werktag eines jeden Monats.
 The monthly rent must be paid in advance, not later than the third workday of each month.

Kontonummer
 Account Number

Bank
 Bank

Bankleitzahl
 Bank Code

Zusätzlich zur Grundmiete hat der Mieter die folgenden Nebenkosten zu zahlen, die wie folgt in Rechnung gestellt werden.
 In addition to the basic rent, the tenant will pay the following utility costs, which will be billed as shown below.

Nebenkosten. (P oder S eintragen) / **Utilities.** (Insert P or S)

<input type="checkbox"/>	Strom Electricity	<input type="checkbox"/>	Allgemeinstrom Common Electricity
<input type="checkbox"/>	Heizung Heating	<input type="checkbox"/>	Farhrstul Elevator
<input type="checkbox"/>	Warmwasser Hot Water	<input type="checkbox"/>	Hausmeister Caretaker
<input type="checkbox"/>	Wasser, Abwasser Water, Sewage	<input type="checkbox"/>	Schneeräumung Snow Removal
<input type="checkbox"/>	Müllabfuhr Garbage	<input type="checkbox"/>	Bürgersteigreinigung Sidewalk Cleaning
<input type="checkbox"/>	Kaminfeger Chimney Sweep	<input type="checkbox"/>	Gartenpflege Garden Maintenance
<input type="checkbox"/>	Kabel TV Cable TV		

P	<ul style="list-style-type: none"> • Monatliche Vorauszahlung (Abschlag). Die tatsächlichen Betriebskosten werden jährlich abgerechnet. Sobald die Abrechnungsunterlagen dem Vermieter vorliegen, erfolgt unverzüglich die Abrechnung. Der Differenzbetrag wird ausgeglichen, wobei ein Guthaben zugunsten des Mieters vom Vermieter zurückerstattet oder eine Nachzahlung zugunsten des Vermieters vom Mieter nachgezahlt wird. • Monthly advance payment (prorated). The actual utility costs will be settled yearly. After receipt of the bills, the landlord will immediately calculate a final bill and provide the tenant with a copy. The difference will be paid, whereby the landlord will refund a surplus in the tenant's favor or the tenant will refund a deficit in the landlord's favor
S	<ul style="list-style-type: none"> • Separater Vertrag. Der Mieter muß einen separaten Vertrag mit einer anderen Vertragspartei (z.B. Strom-, Wasserwerk, usw.) abschließen. • Separate contract. The tenant must establish a separate contract with other contractual parties (for example, electric company, water company).

Kaution. Die Mietkaution von DM _____ ist in drei monatlichen Ratenzahlungen zu leisten. Die letzte Rate ist bis zum _____ an den Vermieter zu zahlen. Der Vermieter muß die Kaution auf einem gesetzlichen Mietkautionkonto getrennt anlegen. Die Mietkaution und die daraus entstehenden Zinsen werden bei der Rückgabe der Mietsache zurückerstattet, vorausgesetzt, daß keine Schäden, die über die normale Abnutzung hinausgehen, vom Mieter verursacht wurden und alle Forderungen ausgeglichen sind.

Security Deposit. The Security Deposit of DM _____ will be paid to the landlord in three monthly installments. The final installment must be paid to the landlord by _____. The landlord must deposit the security deposit into a separate, legal security deposit bank account. The security deposit and the interest gained will be refunded to the tenant on return of the rented property, provided the tenant has not caused damages above and beyond normal wear and tear, and all debts have been paid.

Heizungsperiode. Der Vermieter verpflichtet sich, während der üblichen Heizperiode (1. Okt - 30. Apr.), die Wohnräume auf einer Zimmertemperatur von mindestens 20 Grad Celsius tagsüber und 17 Grad Celsius nachts zu halten. Nach deutschem Recht ist der Vermieter nur ausnahmsweise verpflichtet, während der Zeit vom 1. Mai bis zum 30. Sep., das Heizen der Wohnräume zu gewährleisten (nur bei Kälteperiode ab 3 Tagen). Erfolgt die Warmwasserversorgung durch eine zentrale Heizungsanlage, so hat dies ganzjährig zu erfolgen.

Heating Period. The landlord will provide heat during the official heating period (1 October through 30 April). The living space should have a temperature of at least 20 Degrees Celsius (69.8 Fahrenheit) during the day and 17 Degrees (61 Fahrenheit) during the night. According to German law, the landlord is only obligated to turn on the heat if there is a continuous cold period (at least 3 days) between 1 May and 30 September. If hot water is supplied by the central heating system then the hot water must be provided for the entire year.

Untervermietung. Es ist dem Mieter untersagt unterzuvermieten, ohne vorher die schriftliche Zustimmung des Vermieters einzuholen.

Sublease. The tenant is not authorized to sublease without first obtaining written consent from the landlord.

Hausschlüssel. Die Anzahl der Schlüssel, die dem Mieter ausgehändigt werden, wird auf dem Übergabeprotokoll vermerkt. Bei Beendigung des Mietverhältnisses sind sämtliche Hausschlüssel dem Vermieter zurückzugeben.

House Keys. The number of keys provided to the tenant will be listed on the Premises Condition and Inventory Report. The tenant must return all keys when the rental agreement is terminated.

Kleinreparaturen. Der Mieter trägt die Kosten für Kleinreparaturen, die im Einzelfall DM 100,00 aber nicht mehr als DM 400,00 im Jahr betragen.

Minor Repairs. The tenant bears the costs for minor repairs in the amount of DM 100 per occurrence, not to exceed DM 400 per calendar year.

Die Mietsache wird dem Mieter bezugsfähig übergeben und muß nach Beendigung des Mietverhältnisses vom Mieter besenrein zurückgegeben werden.

The rental property will be handed over to the lessee in ready-for-occupancy condition and will be returned by the lessee broomswept when tenancy is terminated.

Schäden. Der Mieter ist verpflichtet, bei eventuellen Schäden an der Mietsache unverzüglich den Vermieter zu benachrichtigen. Für Schäden an der Mietsache, die nicht durch normale Abnutzung entstehen, haftet der Mieter. Der Mieter ist ohne schriftliche Zustimmung des Vermieters nicht berechtigt, bauliche Änderungen oder Umgestaltungen an der gemieteten Sache vorzunehmen.

Damages. The tenant will notify the landlord without delay of possible damages. The tenant is liable for any damages that exceed normal wear and tear. The tenant will not modify the construction or layout of the leased premises without the written consent of the landlord.

Kündigung. Das Mietverhältnis kann jederzeit unter Einhaltung der gesetzlichen Fristen gekündigt werden. Darüber hinaus wird dem Mieter das Recht eingeräumt, den Mietvertrag mit einer Frist von _____ Tagen zum Ende eines Monats unter den folgenden Bedingungen zu kündigen: a) militärischer Versetzung, b) die US Regierung fordert den unverzüglichen Bezug einer Dienstwohnung bis spätestens zum Kündigungstermin oder c) unvorhergesehene Notfälle, Pensionierung oder die vorzeitige Rückkehr der Familienangehörigen.

Termination. The rental agreement may be terminated any time in compliance with Statutory Notice Periods. In addition, the tenant is granted the right to terminate the rental agreement by advance notice of _____ days effective the last day of the calendar month under the following conditions: a) transferring to a new duty station, b) the Government demands immediate occupancy of U.S. Government-controlled accommodations no later than the effective date of termination, or c) Unforeseen emergencies, retirement, or the early return of family members. Termination must be in writing and sent by registered mail.

Hausordnung. Beiliegende Hausordnung ist Bestandteil dieses Mietvertrages.

House Rules. Enclosed House Rules are part of this lease.

Haftung der US Regierung. Unabhängig von irgendwelchen gegenteiligen, stillschweigend oder ausdrücklich in diesem Vertrag enthaltenen Vereinbarungen wird festgestellt, daß die Vereinigten Staaten, deren Behörden oder deren Bedienstete in keiner Weise Vertragspartner sind. Die Vereinigten Staaten haften daher gegenüber dem Vermieter/Mieter in keiner Weise für geschuldeten Mietzins, Nebenkosten or Schäden an Mietsachen oder dergleichen.

Liability of U.S. Government. Excluding liabilities expressed or implied in the contract, the U.S. Government, its agencies, or officials, acting in an official capacity, will not be liable to the landlord or the tenant for any matters in disputes between the landlord and the tenant, nonpayment of rent or utilities, or damages to the landlord's property.

Im Falle von Meinungsverschiedenheiten zwischen Vermieter und Mieter finden die Vorschriften des deutschen Mietrechts Anwendung.

In the event of disputes between the landlord and tenant, the provisions of German-rental laws will apply.

Sonstige Vereinbarungen / Other Agreements

Landlord/Vermieter

Date/Datum

Tenant/Mieter

AA-2. SAMPLE AMENDMENT TO PRIVATE RENTAL LEASE AGREEMENT

(Recommend this is used when the landlord requires the tenant to complete redecoration of the facility.)

Between _____ and _____

The tenant is obligated to carry out the redecoration according to German-rental rules (every 3 years for kitchen, bath, and shower, every 5 years for living- and bedrooms, hallways, foyers, and toilets). If the tenant moves out before the redecoration periods, the tenant is liable to pay a proportional percentage of redecoration costs.

ZUSATZVEREINBARUNG ZUM MIETVERTRAG

Zwischen _____ und _____

Der Mieter verpflichtet sich auf seine Kosten die Schönheitsreparaturen lt. den mietrechtlichen Bestimmungen (alle 3 Jahre fuer Küche, Bad und Dusche, alle 5 Jahre fuer Wohn- und Schlafräume, Flure, Dielen und Toiletten) durchzuführen. Zieht der Mieter vor Ablauf der vorgesehenen Fristen aus, so muß er seiner Verpflichtung durch Zahlung eines zeitanteiligen Prozentsatzes der Kosten der Schönheitsreparaturen nachkommen.

Bei Küche, Bad, WC und Duschen:

bei allen anderen Raeumen:

7 Monate	=	20%
11 Monate	=	30%
15 Monate	=	40%
19 Monate	=	50%
23 Monate	=	60%
27 Monate	=	70%
31 Monate	=	80%
34 Monate	=	90%

12 Monate	=	20%
18 Monate	=	30%
24 Monate	=	40%
30 Monate	=	50%
36 Monate	=	60%
42 Monate	=	70%
48 Monate	=	80%
54 Monate	=	90%

Landlord/Vermieter

Date/Datum

Tenant/Mieter

AA-3. SAMPLE AMENDMENT TO PRIVATE RENTAL HOUSING LEASE AGREEMENT (GERMANY)
(Recommend including an amendment to the lease agreement when miha/rent, specifically redecoration fees, are authorized.)

Between _____ and _____

Redecoration: The tenant agrees to pay the landlord a one-time charge of
_____DM

for redecoration of the unit, assuming the length of the tenancy will be approximately 3 years. This payment will release the tenant from all redecoration obligations at move-out.

Redecoration includes but is not limited to repainting, wallpapering, and carpet cleaning. The tenant will leave the unit in an orderly condition when the unit is vacated. This does not reduce the tenant's responsibility for damages that exceed fair wear and tear.

Anhang zum Mietvertrag

Zwischen _____ und _____

Renovierung: Der Mieter verpflichtet sich, dem Vermieter eine einmalige Zahlung von
_____DM

für die Renovierung der Wohneinheit zu leisten, vorausgesetzt die Mietzeit beträgt ca. 3 Jahre. Diese Zahlung entlastet den Mieter von jeglichen Renovierungspflichten beim Auszug.

Die Renovierungsarbeiten beinhalten, sind jedoch nicht beschränkt auf, Maler- und Tapezierarbeiten, sowie Teppichreinigung. Der Mieter hinterlässt die Wohneinheit nach seinem Auszug in ordnungsgemäßen Zustand. Das enthebt den Mieter nicht von seiner Haftung für Schäden, die über das normale Maß der Abnutzung hinausgehen.

Landlord/Vermieter

Date/Datum

Tenant/Mieter

Add appendix AB as follows:

**APPENDIX AB
SAMPLE PRIVATE RENTAL AGREEMENT FOR ITALY**

HOUSING LEASE/CONTRATTO DI LOCAZIONE

LEASE NUMBER (# Contratto):

DATE (Data):

BETWEEN (Tra)

LANDLORD'S NAME (Last, First):

Nome del Locatore:

CODICE FISCALE:

ADDRESS (Indirizzo): VIA

Tel #0444

TENANT'S NAME (Last, First, M.I.):

Inquilino (Cognome e Nome)

Codice Fiscale: SSN/Matricola:

Tel # Organization/Reparto:

P.O BOX #:

The landlord leases to the tenant house/apartment/duplex
Il Locatore affitta all'Inquilino una casa/apartamento/porzione di bifamiliare

Located at/Sito in: via

The rented premises consist of/*La casa locata e' composta da:*

Bedrooms/*Stanze da letto*

Garage

Kitchen/Living room/*Cucina-salotto*

Full bathroom/*Bagno*

Others/Altri: *Pets are not allowed/Non sono ammessi animali domestici.*

1. The rented premises are intended for exclusive use as living quarters. Tenant and Landlord will inspect the leased property and all its appliances, facilities, and appurtenances, including personal property, if any. The rented premises will be returned to the landlord in the same condition as found, except for normal wear and tear. If discrepancies are found, the landlord will be notified in writing in 8 days after the effective date of the lease.

TRADUZIONE: *La cosa locata e' destinata ad esclusivo uso abitativo. Il Locatore e l'Inquilino ispezioneranno la proprieta' locata, le sue apparecchiature, i suoi servizi e le sue pertinenze inclusi i beni mobili, se esistenti. L'inquilino si impegna a riconsegnare la cosa locata nelle medesime condizioni, salvo il normale deperimento d'uso. Prova contrario circa lo stato manutentivo dei locali deve essere fornita in forma scritta al locatore entro otto (8) giorni dall'inizio della locazione.*

2. The Lease will begin on the _____ day of the month of _____ and will have the duration provided by Art 2, Comma 1 of Law #431, 9 December 1998. This Lease will be automatically renewed for another 4 years unless either one of the parties informs the other by registered letter of his or her intention not to renew the Lease at least 6 months before the expiration of the Lease.

TRADUZIONE: *Il presente contratto entra in vigore dal giorno _____ del mese di _____ ed avra' la durata prevista dall'articolo 2, Comma 1, Legge n. 431 del 9 Dicembre 1998. Il presente contratto e' automaticamente rinnovato per un altro periodo di quattro anni a meno che una delle due parti non dia comunicazione all'altra, a mezzo di lettera raccomandata, di preavviso di disdetta sei mesi prima della scadenza del contratto stesso.*

3. The tenant will have the right to terminate the Lease at any moment during the original or renewal period by giving the Landlord a 6-month advanced notice by registered letter.

TRADUZIONE: L'inquilino ha la facoltà di recedere dal contratto in qualsiasi momento durante il periodo originale e/o il periodo di rinnovo dando al locatore, a mezzo lettera raccomandata, preavviso di disdetta di sei mesi.

4. In consideration of the fact that the Tenant is a member of the military or civilian workforce component of the United States Armed Forces stationed in Italy in the framework of NATO activities, the Landlord grants the Tenant the right to terminate this lease by giving a minimum of 10 days advance notice to the landlord by registered mail in case the Tenant or his or her family receive official orders from the U.S. Government to definitely leave the Vicenza area or to reside in military quarters. No rent will be due the Landlord after the expiration date of the notice or after the delivery of the keys, whichever is later. Any sum paid to the Landlord in advance and the deposit will be reimbursed to the Tenant as provided by paragraph #12.

TRADUZIONE: In considerazione del fatto che l'inquilino è un elemento militare/civile appartenente alle Forze Armate statunitensi di stanza in Italia nell'ambito delle attività NATO, il locatore riconosce all'inquilino il diritto di risolvere il contratto con un minimo di preavviso di dieci giorni, tramite lettera raccomandata, nell'eventualità che l'inquilino o la sua famiglia, riceva ordini ufficiali dal Governo degli Stati Uniti di rimpatriare o l'ordine di trasferirsi in quartieri di abitazione del Governo degli Stati Uniti. Nessun canone di affitto sarà dovuto al locatore dopo la data di scadenza del preavviso o dopo la consegna delle chiavi, se questo ha luogo successivamente. Qualsiasi somma pagata in anticipo al locatore sarà restituita con il deposito cauzionale all'inquilino, come previsto nel paragrafo #12.

5. The monthly rent, as agreed on by both parties, amounts to _____ Lire. The monthly rent must be paid in advance of not later than the 5th day of each month to _____. The first payment will be prorated when necessary to cover the period from the date the lease becomes effective to the end of the same month. Tenant will pay _____ Lire per month to the landlord for the expenses and costs below:

- a) Garbage removal tax.
- b) Annual cleaning of furnace.
- c) Cleaning of septic tank.
- d) Stairwell lights.
- e) Stairwell cleaning.

TRADUZIONE: Il canone mensile di locazione, concordato da ambo le parti, ammonta a Lire _____. Il canone di locazione deve essere pagato anticipatamente entro il quinto giorno di ogni mese presso _____. Il pagamento del primo canone di locazione sarà diviso proporzionalmente, quando necessario, in modo da coprire il periodo dalla data effettiva del contratto sino alla fine dello stesso mese. L'inquilino pagherà Lire _____ mensili al locatore per gli oneri accessori e servizi qui di seguito elencati:

- a) Tassa rifiuti solidi urbani
- b) Pulizia annuale della caldaia
- c) Pulizia fosse biologiche
- d) Pulizia scale
- e) Luce scale

6. Evidence of payments will be receipts signed by the Landlord or by a Bank for payments in favor of the Landlord. Failure to pay in whole or in part the rent or the other costs indicated in paragraph 5 after 8 days following the date payments are due gives the Landlord the right to place the Tenant in default and charge a legal rate of interest (Art. 1284 Italian Civil Code) on any overdue amount.

TRADUZIONE: Sono considerati documenti validi di pagamento le ricevute rilasciate dal Locatore, o quelle rilasciate da istituti bancari a favore del Locatore. Il mancato pagamento o il pagamento solamente parziale del canone di locazione o degli oneri accessori elencati al paragrafo 5, trascorsi otto (8) giorni dalla data in cui i pagamenti erano dovuti, dà il diritto al Locatore di mettere in mora l'inquilino e richiedere il pagamento degli interessi legali (Art. 1284 C.C) sulla somma dovuta.

7. As agreed on by both parties, the monthly rent will remain the same for the whole length of the tenancy or each year the monthly rent will be adjusted according to the Italian inflation rate, based on the Istat survey, in the measure of **75 percent** of the total rate.

TRADUZIONE: Aggiornamento ISTAT: il canone rimmarra' invariato per tutta la durata della locazione/sara' aggiornato annualmente secondo gli indici dei prezzi al consumo accertati dall'ISTAT nella misura del **75 percent**.

8. The contracts relative to the supplying of gas, electricity, water, and telephone will be entered into directly by the Tenant in his own name. The Tenant will be liable for all costs connected with the above supply contracts.

TRADUZIONE: I contratti relativi alla fornitura di gas, elettricità, acqua e telefono verranno stipulati direttamente a nome dell' Inquilino, il quale sara' responsabile di tutti gli oneri derivanti dalla stesse forniture.

9. The tenant cannot totally or partially sublet the leased property, neither for rent nor for free, without the written approval of the Landlord.

TRADUZIONE: L'Inquilino non potra' subaffittare la cosa locata o parte di essa, anche gratuitamente, senza il consenso scritto del locatore.

10. As agreed by both parties, minor maintenance is the Landlord's responsibility and the cost thereof is included in the rent. Major repairs to the structures and plants of the building are the responsibility of the Landlord, unless the damages are caused by negligence or a wrongful act of the Tenant, his or her family members, or guests. In the event a need for repairs are necessary and the repairs are the Landlord's responsibility, the Tenant will notify the Landlord by registered letter. When the Landlord, on being notified, fails to take action within 30 days of the date of the Tenant's letter, the Tenant may cause the repairs to be performed and deduct the relative costs from the rental payments becoming due thereafter. In case of emergency major repairs, the Landlord must take action within 72 hours after notification.

TRADUZIONE: Come concordato da entrambe le parti, il locatore e' responsabile della piccola manutenzione, che e' inclusa nell'affitto sotto la voce spese od oneri accessori. Il Locatore e' responsabile per riparazioni straordinarie alle strutture dell'edificio ed impianti, a meno che causati da negligenza o dolo dell'Inquilino, dei suoi familiari e/od ospiti. Qualora vi fosse bisogno di riparazioni che rientrano nella responsabilita' del Locatore, l'Inquilino notifichera' il Locatore a mezzo lettera raccomandata. Qualora il Locatore, dopo essere stato notificato, mancasse di provvedervi entro trenta (30) giorni dalla data della lettera, l'Inquilino potrebbe farle effettuare detraendo il costo relativo dalla(e) mensilita' successiva(e). Nel caso di riparazioni straordinarie di emergenza, il Locatore dovra' provvedervi entro settantadue(72) ore dalla notifica.

11. The Tenant cannot without written authorization from the Landlord make any modifications or additions to the leased property. When the lease is terminated, the Tenant will return the property in the same condition the property was received with the exception of deterioration caused by normal wear and tear.

TRADUZIONE: L'inquilino non puo', senza autorizzazione scritta del locatore, apportare modifiche alla cosa locata. Al termine del contratto di locazione, l'inquilino restituira' la cosa locata nelle medesime condizioni in cui l'aveva ricevuta, fatta eccezione il normale deterioramento dovuto all'uso.

12. After signing the lease agreement, as a guarantee of the fulfillment of all contractual obligations, the Tenant deposits with the Landlord and the Landlord acknowledges receipt of **the sum of _____ Lire** (not exceeding the rent of 3 months). **This sum will accrue legal interests which must be paid to the Tenant at the end of each year as provided by Law # 431 of 9 December 1998.** The security deposit will be immediately returned to the Tenant at the termination of the present lease, unless the deposit is to be totally or partially withheld by the Landlord for damages caused by the Tenant to the leased property in excess of fair wear and tear that are ascertained by joint inspection at the time of contract termination. In absence of any notification of deficiencies or discrepancies as specified in paragraph 1, the property will be assumed to have been received by the tenant at the beginning of this lease in perfect condition. In the event of disputes as to whether a discrepancy constitutes or falls within the definitions of fair wear and tear, the parties will require that a technical determination be made by a jointly appointed surveyor. The deposit will not be used for any reason or title against normal rent payment.

TRADUZIONE: Dopo aver firmato il contratto di locazione, a garanzia dell'adempimento degli obblighi contrattuali, l'Inquilino deposita nelle mani del locatore, il quale ne accusa ricevuta, la somma di _____ Lire (non superiore a tre mensilità). Tale somma è produttiva di interessi legali che dovranno essere corrisposti all'inquilino alla fine di ogni anno, come stabilito dalla Legge# 431 del 9 Dicembre 1998. Il deposito cauzionale dovrà essere immediatamente restituito all'Inquilino alla fine del presente contratto, salvo trattenuta totale o parziale da parte del Locatore per danni causati dall'Inquilino alla cosa locata, fatta eccezione il normale deterioramento dovuto all'uso, accertati da un'ispezione congiunta al momento della risoluzione del presente contratto. In mancanza di notifica di eventuali deficienze e/o discrepanze come specificato nel paragrafo #1, la cosa locata verrà considerata essere stata ricevuta dall'inquilino all'inizio del presente contratto in perfette condizioni. Qualora vi fossero delle contestazioni per determinare se una discrepanza costituisca danno o cada entro la definizione di "normale deterioramento dovuto all'uso", le parti possono richiedere che una determinazione tecnica venga loro fornita dalla consulenza di un esperto nominato di comune accordo. Il deposito cauzionale non potrà essere usato per nessun motivo quale normale pagamento di affitto.

13. The total cost for registration of this lease contract and future annual renewal costs are chargeable to the Landlord and to the Tenant in equal shares. This contract must be registered within 20 days after the contract date and each annual renewal cost must be paid within 20 days after the anniversary. The Landlord is responsible for registration and payment in these limits and will provide the occupant a registered copy of the lease and a copy of the receipt of payment within 30 days of the date of the contract. The Tenant will pay the landlord their half of costs within 30 days of presentation of the receipt of payment. Under no circumstances will the tenant be responsible for any additional late registration fees or fines. If the Landlord fails to provide the occupant proof of registration in the prescribed limits, the tenant has the option to register the contract and deduct the Landlord's share of the registration fees and any late fees from the following month's rent. For the purpose of registration, a condensed Italian version of this lease with the key elements will be used. The Landlord may request 50 percent of the cost to terminate the registration at the closure of this contract.

TRADUZIONE: Le spese totali di registrazione del contratto e i successivi costi di rinnovo annuali sono da dividersi in parti uguali tra locatore ed inquilino. Il presente contratto deve essere registrato entro venti (20) giorni dalla data di stipula e le spese dei successivi rinnovi dovranno essere pagate entro venti (20) giorni dalla ricorrenza. E' responsabilità del locatore di provvedere alla registrazione e al pagamento entro i tempi stabiliti e fornire all'inquilino una copia del contratto registrato e le relative ricevute di pagamento entro trenta giorni dalla data di stipula del contratto. L'inquilino dovrà pagare al locatore metà degli oneri dovuti entro trenta giorni. Per nessuna ragione l'inquilino sarà responsabile del pagamento di oneri o more dovute ad un tardivo pagamento da parte del locatore. Qualora il locatore non fornisse all'inquilino la ricevuta comprovante l'avvenuto pagamento della registrazione del contratto entro i limiti stabiliti, l'inquilino avrà la facoltà di registrare il contratto e di detrarre l'ammontare relativo della quota di registrazione del proprietario e la totalità della relativa mora dal successivo canone di affitto. Ai fini della registrazione sarà usata una versione ridotta in italiano di questo contratto contenente tutte le clausole essenziali. Al termine della locazione, il locatore potrà richiedere all'inquilino metà degli oneri di costo della cancellazione del contratto.

14. In the event that the lease property is sold, the lease will be binding in all its terms on the new owner.

TRADUZIONE: Qualora la cosa locata fosse venduta, il nuovo proprietario sarà vincolato dal contratto in tutti i suoi termini.

15. If the leased property reveals or develops discrepancies that constitute a serious health hazard for the Tenant and his or her family members, and such hazard is verified and confirmed in writing by a U.S. Government medical officer, the Tenant will send to the Landlord a written request by registered letter to eliminate these discrepancies in 15 days. Failure by the Landlord to take action on request, or the incurable nature of the discrepancies certified by a U.S. Government medical officer, will give ground to the Tenant to terminate the lease and move from the premises without delay.

TRADUZIONE: Qualora la cosa locata rivelasse e/o sviluppasse discrepanze che costituiscono un serio pericolo per la salute dell'inquilino ed i suoi familiari e tale pericolo venga verificato e confermato per iscritto dalle autorità sanitarie del Comando, l'inquilino manderà al Locatore richiesta scritta, a mezzo lettera raccomandata, affinché tali discrepanze vengano corrette entro quindici (15) giorni. Qualora il Locatore mancasse di prendere provvedimenti come richiesto, o la natura delle discrepanze certificate dalle Autorità Sanitarie del Comando fosse tale da non potere essere corretta, l'Inquilino avrà motivo per terminare il contratto e lasciare la cosa locata immediatamente.

16. The Tenant agrees to allow the Landlord or designated agent, with prior notification, to enter the premises at reasonable hours to examine the same and make such repairs, additions, or alterations as may be necessary for the safety, comfort, or preservation of the premises.

TRADUZIONE: *L'inquilino permettera' al locatore o/ad un suo rappresentante previo avviso, di accedere ai locali affittati, in ore convenienti, per esaminarli e per effettuare quelle riparazioni, aggiunte o modifiche che siano ritenute necessarie per la sicurezza, comodita' e conservazione di detti locali.*

17. The parties agree that matters not specifically contemplated in this lease will be handled and settled pursuant to the provisions of the Italian Civil Code, the rent control law, and local customs.

TRADUZIONE: *Locatore ed inquilino concordano che quanto specificatamente non contemplato in questo contratto viene regolato secondo quanto previsto dalle vigenti norme Italiane in materia di locazione e degli usi locali.*

18. AGREEMENT AGAINST LIEN. The landlord agrees that he or she will not attach or in any manner attempt to exercise a lien against any U.S. Government property located in the premises and that the U.S. Government may remove such property from the premises at any time.

TRADUZIONE: *Il locatore si impegna di non appropriarsi e di non tentare alcun pignoramento contro qualsiasi proprieta' del Governo degli Stati Uniti, che portebbe trovarsi nell'abitazione in locazione. Il Governo degli Stati Uniti potra' rimuovere in qualsiasi momento la sudetta proprieta'.*

19. ADDITIONAL REMARKS: The use of space heaters or other forms of supplemental heating in place of the existing adequate heating system is not authorized unless agreed to by the Landlord. Authorization of supplementary heating by the Landlord does not relieve the occupant of his or her responsibilities in case of damages caused by fire or incidental damages (for example, mold growth). The Tenant will pay to the landlord by _____ the amount of _____ Lire to compensate for the initial expenses for the painting costs of the premises. On contract termination, the Tenant will not be therefore responsible for any repainting expenses of the premises.

Tenant **agrees** or **does not agree** to let the Landlord maintain a copy of his or her quarter's keys.

TRADUZIONE: *Annotazioni aggiuntive: L'uso di stufe a kerosene e/o altri sistemi di riscaldamento oltre all'impianto regolare non sono permessi a meno che non sia stata data autorizzazione dal proprietario. In ogni caso anche se approvato dal locatore, l'inquilino si assumera' ogni responsabilita' per qualsiasi danno causato da incendio o danni secondari come crescita di muffa. L'inquilino paghera' al locatore entro il _____*

_____ la somma di L. _____ quale rimborso spese per la tinteggiatura dei locali. Al termine della locazione l'Inquilino non sara' quindi responsabile di alcuna spesa di tinteggiatura dei locali affittati.

L'inquilino non/acconsente che il locatore trattenga una copia di chiavi della cosa locata.

20. In accordance with Art. 1341 and 1342 of Italian Civil Code, the landlord and the tenant state to have read and to approve each and all clauses of the contract.

TRADUZIONE: *In conformita' a quanto previsto dagli Articoli 1341 e 1342 C.C, il locatore e l'inquilino dichiarano di aver letto ed approvato ogni clausola contenuta in questo contratto.*

21. This lease is executed in English with a courtesy translation given to the Lessor. In the event of inconsistency between any terms of this lease and its translation, the English translation will control.

TRADUZIONE: *Il presente contratto viene stipulato in inglese ed una traduzione viene fornita al locatore, tuttavia, in caso di divergenze la lingua inglese fa testo.*

Tenant/Inquilino

Landlord/Locatore

GLOSSARY. Add the following:

AFHC	Army family housing construction
AFHCP	Army family housing community plan
AFHO	Army family housing overseas
APF	appropriated fund
APR	accommodation program request
AR	Army regulation
ASA	Assistant Secretary of the Army
ASG	area support group
BAH	basic allowance for housing
BSB	base support battalion
BTL	build-to-lease
BVA	<i>Bundesvermögensamt</i> (German Federal Assets Office)
COE	Corps of Engineers
COT	consecutive overseas tour
DCO	Defense Costs Office
<i>DIN</i>	<i>Deutsche Industrie Norm</i>
DM	deutsche mark
ESC	Engineer Support Center
FHAP	family-housing action plan
FMB	furnishings management branch
FS	foreign service
GCQ	Government-controlled quarters
GRHP	Government Rental Housing Program
HCL	high-cost lease
HN	host nation
HQ USAREUR/7A	Headquarters, United States Army, Europe, and Seventh Army
ILS	individual logistic support
ITT	intertheater transfer
K&E	key and essential
LIR	line-item review
MIPR	military interdepartmental purchase request (DD Form 448)
MM&R	minor maintenance and repair
MP	military police
NTS	nontemporary storage
ODCSENGR	Office of the Deputy Chief of Staff, Engineer, HQ USAREUR/7A
ODCSPIM	Office of the Deputy Chief of Staff, Personnel and Installation Management, HQ USAREUR/7A
PIK	payment-in-kind
POC	point of contact
PRH	private rental housing
RCO	regional contracting office
REFO	real estate field office
RPI	real property inventory
RPOD	real property obligation document
SIDPERS	Standard Installation/Division Personnel System
TN	technical note
UCAS	USAREUR Community Automation System
U.S.	United States
USACCE	United States Army Contracting Command, Europe
USASETAF (Abn)	United States Army Southern European Task Force (Airborne)
USEUCOM	United States European Command