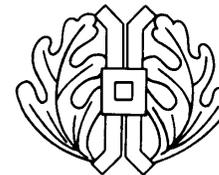


# PREVENTIVE LAW SERIES

## RENTING - MILITARY CLAUSES



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### Military Clauses

A military clause is a provision that enables the tenant to terminate the lease agreement prematurely. Generally, a tenant will be required to fulfill the entire lease term created by the lease agreement, regardless of military duties. If the lease agreement does not have a military clause in it and the tenant is transferred out of the area and therefore must move, the tenant will still be liable for the full term of the lease agreement. The military clause enables the tenant to cancel the lease agreement prior to the end of the term if he is ordered by the military to move. Some sample military clauses are provided below.

**In California, Military Clauses are NOT statutory (i.e. automatic). They must be negotiated by you (the lessee) and the landlord (the lessor).**

### Sample Military Clauses

(1) It is expressly understood and agreed that in the event the lessee (tenant), who is in the United States Military Service, and presently stationed at \_\_\_\_\_, California, receives orders from superior military authority directing his/her transfer from his/her present station, or if he/she is ordered by his/her Commanding Officer to occupy government quarters, he/she may, if he/she so elects, at any time thereafter, on giving the lessor (landlord) \_\_\_ days notice in writing of his/her intention to do so, together with evidence of said orders, and upon so doing, terminate this lease and the terms thereof, and the lease shall expire and come to an end on the date fixed in such notice as if said date were the date originally fixed in such lease for the termination thereof.

Provided further that if the lessee upon the signing of this lease has been required to pay both the first and last month's rent, the rental charge will be computed to the date fixed by said notice to terminate and any overage will be repaid, pro rata, to the lessee without further notice.

In the interests of national security, a statement signed by the lessee's Commanding Officer, certifying the existence and tenor of said transfer orders shall be sufficient evidence of the existence of said orders in lieu of furnishing a copy thereof.

\_\_\_\_\_  
Signature of Lessee

\_\_\_\_\_  
Signature of Lessor

(2) The Lessor/Landlord may terminate the lease by giving both: 30 day written notice; and providing the Lessor/Landlord with a copy of the "orders issued by his military superiors. Upon providing both a 30 day written notice and the proper orders, the Lessee/Tenant will not be responsible for any future rents or obligations accruing after the 30 day written notice terminates.

(3) Sample walk-Through Clause

The Lessor/Landlord must provide the Lessee/Tenant with a pre-occupancy walk-through of the premises to be leased. At such time, the Lessor/Landlord and the Lessee/Tenant shall document all discrepancies, in

writing, with copies provided to both parties, in order for the Lessor/Landlord to take action to correct any discrepancies. Repair of discrepancies notice during the initial walk-through inspection shall be documented in writing with copies provided to the Lessee/Tenant. The Lessor/Landlord must provide the Lessee/Tenant with a pre-termination walk-through of the leased premises no later than 10 days prior to the termination of the lease. During this walk-through, all discrepancies will be noted and given to the Lessee/Tenant in writing in order for the Lessee/Tenant to take action to correct any discrepancies. At the termination of the lease, the Lessor/Landlord will conduct a final walk-through to provide the Lessee/Tenant with a signed, dated, written letter indicating all remaining discrepancies. Failure of the Lessor/Landlord to comply with this clause will forfeit the Lessor/Landlord's right to withhold any funds from the Lessee/Tenant's security deposit.

**LEGAL ASSISTANCE APPOINTMENTS:**

For an appointment to see a legal assistance attorney, please contact the Legal Assistance Office, located in Building 610, Naval Air Station North Island, by telephone at (619) 545-6278.

**RESOURCES:**

California Department of Consumer Affairs: 1-800-952-5210, <http://www.dca.ca.gov>