

United States Coast Guard Residential Lease

Lease Date: _____

Lease Number Here: _____

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

1. THE LESSOR:

1a. NAME(s):

1b. Tax Code/Social Security # :

Telephone: _____

1c. Correspondence Address:

1d. Check Mailing Address:

1.e. Lessor's interest in the property herein described is that of owner or agent for owner:

Owners name (if agent) _____

1.f. Is Lessor and/or Owner(s) a Federal employee: ____ Yes ____ No.

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

WITNESSETH:

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

2. THE LEASE:

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

Total rooms:	Total bedrooms:	Square Feet:
Dwelling style:		(31 character max)
Address:		(30 character max)
		(30 character max)
City:		(24 character max)
State:		(2 character max)
Zip:		(5 character max)

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

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

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

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2. THE LEASE (continued):

- 2.e. Smoke detectors are installed in accordance with federal, state and local regulations.
Hardwired: [] Yes, [] No.
- 2.f. Automatic (Fire) Sprinkler Systems are installed in accordance with federal, state and local regulations: [] Yes, [] No, [] N/A.
- 2.g. Grounds care is performed by Lessor (is performed by occupant).
- 2.h. Pets are (are not) allowed.
- 2.i. Lessor does (does not) permit child care.
- 2.i.(1) If permitted, no increase in rent or utilities will be paid to the Lessor.
- 2.i.(2) Child care is defined to be in-home care of more than one child but no more than six children other than occupant dependents at a minimum of 10 hours per week per child for compensation.
- 2.j. The Lessor agrees to comply with all federal, state, and local laws which apply to the ownership and operation of the premises, and will obtain at Lessor expense all necessary permits and related approvals, including but not limited to those for lead, radon, asbestos, and other environmental and safety measures.

3. THE TERM:

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on _____ through September 30, 20____ subject to termination and renewal rights as may be herein set forth. No lease shall exceed a period of five years.

4. THE RENEWAL:

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

No renewal shall extend beyond September 30, _____

5. PAYMENT TO LESSOR

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

For rent: \$ _____

For Utilities: \$ _____

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5. PAYMENT TO LESSOR (continued)

- 5.b. Payments to the Lessor will be due on the 5th workday of the month for the preceding month's rent. The date of the check issued in payment shall be considered to be the date payment is made.
- 5.c. The Prompt Payment Act, Public Law 97-177 (96 Stat.85, 31 LISC 1801) is applicable to payment under this contract and requires the payment to the Lessor of interest on overdue payment and improperly taken discounts. Determination of interest due will be made in accordance with the Prompt Payment Act and Office of Management and Budget Circular A-125.
- 5.d. Payments include all utility charges for heat, water, sewage, gas, electricity, and trash removal except in geographic locations where state and local regulations do not allow inclusion. Telephone and cable television are the responsibility of the occupant.
- 5.e. Rent for a lesser period shall be prorated as 1/30th of the per month rate.
- 5.f. The utility rate is based on an average monthly cost calculated over a twelve month period. Twelve (12) months after initial or subsequent occupancy, this lease may be adjusted upward or downward to compensate for incorrect estimates for utility amounts. It is the Lessor's responsibility to monitor utility consumption and to provide the Coast Guard with verifiable utility consumption documentation for a twelve (12) month period. Failure to provide required documentation will not justify utility payment adjustments.
- 5.g. It is the Lessor's responsibility to maintain all utility machinery in efficient operation. The Lessor is responsible to notify the Coast Guard immediately of any excessive utility costs. A one time utility payment may be authorized by the Coast Guard to compensate for verifiable utility abuse by the occupant. Documentation supporting utility abuse must be provided by the Lessor prior to reimbursement.

6. TERMINATION:

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

7. AVAILABILITY OF FUNDS:

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

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8. MODIFICATION TO CONTRACT:

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

9. ATTACHMENTS:

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

10. CONTRACTING OFFICER:

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

LESSOR

BY _____
Lessor Signature

Lessor Signature

UNITED STATES COAST GUARD

BY _____

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