**This document is not a final or complete instrument and should not be executed in its present form. The HBAA and its local chapters do not assume any liability for damages arising from the use of this document and give no opinion that any of the terms and conditions in this document should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated between the parties based upon the respective interests, objectives, and bargaining positions of all interested parties. Seek specific legal advice from your lawyer**.

MILITARY ADDENDUM TO LEASE AGREEMENT

**THIS MILITARY ADDENDUM TO LEASE AGREEMENT** (Addendum) made this \_\_\_\_ day of \_\_\_\_\_ , 20\_ , by and between \_\_\_\_\_\_ , hereinafter referred to as "Landlord", acting through \_\_\_\_\_\_\_\_\_, duly authorized Agent, hereinafter referred to as "Management", and \_\_\_\_\_\_\_\_ , hereinafter referred to as "Tenant".

 WITNESSETH:

WHEREAS, the Landlord and Tenant wish to amend and modify certain of the terms and provisions of the Lease, all as hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which the parties hereto do hereby acknowledge and the parties hereto do hereby agree as follows:

Any member of the Armed Forces of the United States may terminate the rental agreement by serving on the Landlord a written thirty day notice of termination to be effective on a date stated therein, said date to be not less than thirty days after the receipt of the notice, if any of the following criteria are met:

1. The service member is required, pursuant to a permanent change of duty orders, to move 30 miles or more from the location of the rental premises;
2. The service member is released from active duty or state duty after having leased the rental premises while on active duty and the rental premises is 30 miles or more away from the service member’s home of record prior to entering active duty;
3. After entering into a rental agreement, the service member receives military orders requiring him or her to move onto government quarters;
4. After entering into a rental agreement, the service member become eligible to live in government quarters and the failure to move into government quarters will result in a forfeiture of the service member’s basic allowance for housing;
5. The service member receives temporary duty orders, temporary change of station orders, or state active duty orders to an area 30 miles or more from the location of the rental premises, provided such orders are for a period exceeding 60 days; or
6. The service member has leased the property but prior to taking possession of the rental premises receives a change of orders to an area that is 30 miles or more from the location of the rental premises.

Any service member, to include an active duty member of the regular or reserve component of the United States Armed Forces, the United States Coast Guard, the National Guard, or the Air National Guard on federal duty for a period of 90 days or longer.

The termination date shall be no more than sixty days prior to the report date. The notice must be accompanied by a copy of the official military orders or a written verification signed and dated by the service member’s commanding officer. The final rent shall be prorated to the date of termination and shall be payable at such time as would have been otherwise required by the terms of this Lease.

IN WITNESS WHEREOF, the parties hereto have caused this military addendum to be executed the year and day first above written.

ATTEST: MANAGEMENT/or Landlord

 By:

Witness Tenant