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Civilian Personnel

Housing for Local National Employees of the U.S. Forces in Germany

*This regulation supersedes AE Regulation 690-74, 19 September 2003.

For the Director:

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Summary. This regulation provides policy and procedures for housing local national (LN) employees of the U.S. Forces on U.S. Army installations in Germany and for payment of rent and utility costs.

Summary of Change. This revision—

- Changes the proponency of this regulation from the USAREUR G1 (AEAGA-CL) to IMCOM-Europe (IMEU-HRD-L, DSN 370-3178).
- Makes administrative changes throughout.

Applicability. This regulation applies to LN employees residing on U.S. Army installations in Germany. It does not apply to domestic employees of members of the U.S. Army who occupy rooms in Government housing assigned to a U.S. Army Soldier or civilian employee. The term “LN employee” in this regulation does not include USAREUR Civilian Support employees. AE Regulation 690-40 explains policy and procedures for those employees.

Supplementation. Organizations will not supplement this regulation without IMCOM-Europe (IMEU-HRD-L) approval.

Forms. AE and higher level forms are available through the Army in Europe Publishing System (AEPUBS).

Records Management. Records created as a result of processes prescribed by this regulation must be identified, maintained, and disposed of according to AR 25-400-2. Record titles and descriptions are available on the Army Records Information Management System website at <https://www.arims.army.mil>.

Suggested Improvements. The proponent of this regulation is IMCOM-Europe (IMEU-HRD-L, DSN 370-3178). Users may suggest improvements to this regulation by sending DA Form 2028 to IMCOM-Europe (IMEU-HRD-L), Unit 29353, Box 200, APO AE 09014-0200.

Distribution. C (AEPUBS).

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1. Sample Lease Contract
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1. PURPOSE

This regulation provides—

- a. Policy and procedures for assigning quarters to local national (LN) employees of the U.S. Forces on U.S. Army installations in Germany.
- b. Policy and procedures for determining and collecting rent and utility payments.
- c. A sample lease contract (fig 1).

2. REFERENCES

- a. *Tarifvertrag vom 16. Dezember 1966 für die Arbeitnehmer bei den Stationierungstreitkräften im Gebiet der Bundesrepublik Deutschland* (Collective Tariff Agreement II).
- b. AR 25-400-2, The Army Records Information Management System (ARIMS).
- c. AE Regulation 690-40, Civilian Support Administration.
- d. DA Form 2028, Recommended Changes to Publications and Blank Forms.

The U.S. Army, represented by *(name)* (hereafter referred to as the “U.S. Army”), and Mr./Mrs. *(name of renters)*, employed as *(job title and organization)* (hereafter referred to as the “occupant”) conclude the following lease contract:

1. The occupant is authorized to reside on U.S. Army-controlled installation *(name of installation)* during the duration of his or her employment relationship with the U.S. Army.
2. Total size of quarters is *(number)* square meters, consisting of—
 - a. *(Number)* rooms.
 - b. *(Number)* kitchens.
 - c. *(Number)* baths.
3. The occupant was issued the following keys: *(Enter quantities and descriptions of keys.)*
4. The U.S. Army will provide the following to the occupant:
 - a. Heat, electricity, hot and cold water, garbage disposal.
 - b. Necessary repairs of damages through normal wear and tear (not caused by the occupant).
5. The occupant will pay a monthly total amount of €*(amount)* as follows:
 - a. Rent: €*(amount)*.
 - b. Utilities: €*(amount)*.
6. The quarters are assigned for the sole use of the occupant. Admission of additional persons into the quarters by the occupant requires express written approval of the U.S. Army.
 - a. Cooking is authorized only in the rooms that are designed for this purpose. The use of cooking equipment in other rooms is prohibited.
 - b. Movement of personal furniture and equipment into and out of the quarters will be at the occupant’s expense. The occupant is responsible for any damages that occur to the quarters or to the building during the move.
 - c. The U.S. Army is liable for damages to personal property of the occupant that are caused by fire or water only if the U.S. Army caused the damage. The U.S. Army is not liable for theft, damage to property, or personal injury occurring to the occupant or visitors in the quarters.

Figure 1. Sample Lease Contract

d. Assigned quarters will not be altered or modified by the occupant (inside or outside) without specific, written approval of the U.S. Army.

e. The occupant will not move from assigned quarters to other quarters on the installation without written approval of the U.S. Army.

f. Pets are not allowed on the installation without written approval of the U.S. Army.

g. Quarters will be inspected by the U.S. Army periodically to determine the overall condition of the quarters and the occupant's adherence to sanitary provisions. These inspections will be announced verbally or in writing at least 1 week in advance and take place in the presence of the occupant. In emergencies, the U.S. Army has the right to enter quarters without advance notification and without the occupant's approval or presence.

h. The established monthly payments for the quarters will be deducted from the monthly pay of the occupant by the *ADD-LaS* and transferred to the appropriate organizations. The U.S. Army has the right to increase the monthly charges and will provide a written notification to the occupant when charges are increased.

i. When moving into or out of quarters, the occupant will sign an inventory list of items provided by the U.S. Army. The occupant is responsible for damages to these items that are not caused by normal wear and tear. The occupant is responsible for replacing lost items.

j. Damages to quarters not caused by fair wear and tear will be repaired at the expense of the occupant. The U.S. Army will estimate the damages. With agreement of the occupant, these costs may be deducted from the monthly pay (payment by installments may be possible). Alternatively, the occupant may make the repair or pay someone else to make the repair within a reasonable timeframe. This will require approval of the U.S. Army.

7. The lease contract ends automatically if the employment relationship ends. This does not affect the termination of the lease contract for other reasons. In every case, the occupant must return the quarters to the U.S. Army in a clean condition.

Date: *(date)*

Location: *(city)*

(name and signature)
U.S. Army Representative

(name and signature)
Occupant

Figure 1. Sample Lease Contract (Continued)

3. EXPLANATION OF ABBREVIATIONS

| | |
|-----------------|--|
| <i>ADD-LaS</i> | <i>Aufsichts- und Dienstleistungsdirektion, Lohnstelle ausländische Streitkräfte</i> (Controlling and Service Directorate, Foreign Forces Payroll Office) |
| CPAC | civilian personnel advisory center |
| IACS | Installation Access Control System |
| IMCOM-Europe | United States Army Installation Management Command, Europe Region |
| LN | local national |
| <i>TV AL II</i> | <i>Tarifvertrag vom 16. Dezember 1966 für die Arbeitnehmer bei den</i> <i>Stationierungstreitkräften im Gebiet der Bundesrepublik Deutschland</i> (Collective Tariff Agreement II) |
| U.S. | United States |
| USAREUR | United States Army Europe |

4. POLICY

a. The U.S. Army may assign quarters on U.S. Army installations in Germany to LNs who are employed by the U.S. Forces in accordance with the current *TV AL II* (para 2a) when doing so is in the best interest of the U.S. Army. The U.S. Army will establish occupancy requirements, determine duration of occupancy, and prescribe rules for terminating quarters. When provided, accommodations (including appurtenant land) will remain available exclusively for use by the U.S. Army.

b. Occupancy and use of the quarters for the purpose of accommodating LN employees may not result in new planning or in requirements for additional accommodations by the U.S. Army.

c. The U.S. Army will enter into a lease contract with the employee that obligates the employee to pay the monthly rent and the monthly cost for utility services provided by the U.S. Army. By signing the contract, the employee agrees to these payments being deducted by the *Aufsichts- und Dienstleistungsdirektion, Lohnstelle ausländische Streitkräfte (ADD-LaS)* (Controlling and Service Directorate, Foreign Forces Payroll Office) from the employee's monthly pay. The *ADD-LaS* will transfer the money for rent to the *Bundesanstalt für Immobilienaufgaben* (Federal Agency for Real Property Matters) and the money for utility services to the organization designated by the U.S. Army. The employee must be advised that the U.S. Army may terminate the lease contract at any time according to legal-notice periods, regardless of the employee's employment relationship.

d. There is no LN employee entitlement for quarters. No employee will be allowed to move into quarters before the assignment is approved and a lease contract is signed by both parties. Assignment of housing in this regulation will be limited to the following types of quarters:

- (1) Bachelor-type quarters or dormitories.
- (2) Lodging suitable for Families.
- (3) Quarters for employees who are administered under *TV AL II*, appendix H.

e. Lodging in buildings designated for housing of U.S. Army Soldiers and U.S. Army civilian employees is not covered by this regulation. These buildings will not be provided to LN employees for housing.

f. When an installation is returned to the German authorities, the U.S. Army will ensure the quarters are vacated, regardless of whether or not the occupants are still employed by the U.S. Forces. Lease contracts will be terminated in time to ensure that quarters are vacated before the installation is returned to the German Government.

g. LN employees who presently occupy quarters on U.S. Army installations may be continuously accommodated as long as the quarters are not needed for U.S. Army Soldiers or U.S. Army civilian employees and their Family members and no other U.S. Army requirement exists for the quarters.

5. RESPONSIBILITIES

The responsible representative of the U.S. Army will—

a. Determine whether accommodations on an installation are available and suitable for LN occupancy, if there is a need.

b. Establish conditions and rules for use of the quarters by LN employees.

c. Establish monthly charges for rent and utilities to be paid by the employees. These charges will be established each year in advance and based on the actual previous-year costs (including investment costs).

d. Execute the lease contract with the employee, administer the contract, and ensure (in coordination with the servicing civilian personnel advisory center (CPAC)) that a copy of the lease contract is included in the employee's official personnel folder and that a copy is sent to the *ADD-LaS*.

e. Maintain a roster of employees who occupy quarters according to this regulation.

f. Periodically review the accuracy and completeness of the roster in subparagraph e above.

g. Initiate termination of the lease contract in coordination with the servicing CPAC when—

(1) The occupants are no longer authorized to occupy the quarters or have committed an offense that justifies termination (para 8b).

(2) The U.S. Army can no longer provide the quarters because of its own requirements or because the installation has been returned to the German authorities.

h. Request permission for occupants to be able to sign in visitors and guests in accordance with the Installation Access Control System (IACS).

6. SUITABILITY AND FURNISHING OF ACCOMMODATIONS

a. Accommodations to be used for housing LN employees must meet the following minimum requirements:

(1) The structure and condition must be acceptable and suitable for living purposes.

(2) Sanitary facilities must be available in sufficient number and with adequate furnishing.

(3) Fire, safety, and health standards must be equal to those prescribed for quarters for U.S. personnel.

(4) Access to the quarters by the occupants must not constitute a security risk for the U.S. Army.

b. The employee will sign a hand-receipt for items provided by the U.S. Army in connection with the lease contract. When occupants move in or out of quarters, the U.S. Army will conduct an inventory of these items using the same procedures as those prescribed for U.S. personnel. The occupant will be liable for reimbursement for missing or damaged items. The U.S. Army will pay transportation costs for Government-provided items. The occupant will pay the transportation costs for moving privately owned household goods.

c. When the occupant signs the lease contract, he or she will acknowledge obligations resulting from the terms of the lease (for example, cleaning of quarters).

d. Necessary general repairs (for example, painting ceilings, walls, window frames, doors) will be done according to the standards used for Family housing, bachelor-type housing, or lodging of U.S. personnel (whichever is appropriate). The cost of these repairs will be borne by the U.S. Army.

7. RECURRING CHARGES

a. The monthly payments to be made by the employee for the leased quarters will include rent and utilities (costs for supply services, flat-rate for general repair, costs for minor repair work).

(1) The rent will go to the *Bundesanstalt für Immobilienaufgaben*. The payment for utilities will go to the U.S. Army.

(2) The utility charge will be a pro rata share of the costs to the U.S. Army for heat, electricity, water, sewage disposal, and trash removal. The flat-rate charge will be a pro rata share of the actual maintenance and repair costs for the quarters.

(3) The utility charges may be increased when the costs to the U.S. Army for the installation utilities increase. The U.S. Army will notify the occupant and the servicing CPAC in writing of the new charges.

(4) When the rent increases, the U.S. Army will notify the occupant and the servicing CPAC in writing of the new amount. The occupant must pay the increased amount beginning the third month after receiving the written notification.

b. The provisions in subparagraph a above do not apply to employees covered by *TV AL II*, appendix H. Those LN employees will pay the rates prescribed for leased quarters in *TV AL II*, appendix H, paragraph 11c. Those payments go to the U.S. Army. Increases in charges apply to occupants from the effective date established by the *TV AL II*.

c. The monthly rent and the utility charges will be collected by the *ADD-LaS* through monthly payroll deductions. The individual amounts will be transferred to the appropriate organizations of the U.S. Army and German authorities. Increased amounts deducted will be reported through the servicing CPAC and the Civilian Personnel Operations Center to the *ADD-LaS* as a request for personnel action.

8. TERMINATION OF THE LEASE CONTRACT

a. When the employment relationship of the LN employee ends, the permission for the LN employee to reside in accommodations of the U.S. Army will also end. The lease contract must be terminated accordingly. If this is not possible, the lease contract will be terminated according to legal provisions on the next possible effective date. If the affected employee will be reemployed with the U.S. Forces in the foreseeable future and the quarters will be made available for the new employment relationship, the U.S. Army may, as an exception, decide not to terminate the lease.

b. The U.S. Army may terminate the lease contract at any time for an important reason without notice (for example, violation of lease-contract provisions, disturbing the peace, repeated violation of house rules). Before initiating a termination, the U.S. Army must deliver a warning letter to the occupant addressing the bad behavior and advising the occupant of the intended action. The letter must include a reasonable timeframe (at least 7 calendar days) to correct the deficiencies or allow for a written response to the allegations. If the behavior is neither corrected nor adequately rebutted, a termination notice may be issued. Warning letters and termination notices must be coordinated with the servicing CPAC before being issued.

c. If the quarters leased to LN employees are needed for other U.S. Army use or the installation is scheduled for return to the German Government, the lease will be terminated by the U.S. Army at the next possible effective date.

d. The lease contract may be terminated by the LN employee with a notice period of 1 month.