

20 November 2008

Facilities Engineering
Army Facilities Management

*This supplement supersedes AE Supplement 1 to AR 420-1, 28 April 2008.

For the Director:

JOANN CHAMBERS
Chief of Staff

Official:



DWAYNE J. VIERGUTZ
Chief, Army in Europe
Document Management

Summary. This supplement prescribes policy, procedures, and responsibilities for managing Army Family housing, unaccompanied personnel housing, housing services offices, and furnishings in the Army in Europe.

Summary of Change. This revision updates policy on lawn maintenance around multistory apartment buildings (para 3-53d(9)(b)).

Applicability. This supplement applies to U.S. Servicemembers and civilian employees throughout the Army in Europe.

Supplementation. Organizations will not supplement this supplement without IMCOM-Europe (IMEU-PWD-H) approval.

Forms. This supplement prescribes AE Form 420-1A, AE Form 420-1B, AE Form 420-1C, AE Form 420-1D, and AE Form 420-1E. 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 supplement 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 supplement is IMCOM-Europe (IMEU-PWD-H, DSN 370-3265). Users may suggest improvements to this supplement by sending DA Form 2028 to IMCOM-Europe (IMEU-PWD-H), Unit 29353, Box 200, APO AE 09014-0200.

Distribution. C (AEPUBS).

AR 420-1, 12 February 2008, is supplemented as follows:

Contents. Add the following to the appendix list:

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

Contents. Add the following to the figure list:

Figure 3-11. Government-Owned Appliance Checklist
Figure 3-12. Inventory Data Sheet for Redesignation
Figure 3-13. Sample Termination Letter for GRHP
Figure 3-14. Privacy Act Statement
Figure 3-15. Inprocessing Briefing Checklist
Figure 3-16. Resident Security Checklist
Figure 3-17. Adequacy Checklist for PRH
Figure 3-18. Standard Loaner Furniture Set
Figure 3-19. Property Acceptance Statement
Figure 3-20. Initial or Renewal Request for Leased Housing
Figure 3-21. Accommodation Program Request
Figure 3-22. Format for BTL Housing Request

Contents. Add the following to the tables list:

Table 3-21. Instructions for Preparing AE Form 420-1E
Table EE-1. Move Funding

Paragraph 3-4, Chapter Responsibilities. Add the following after subparagraph h:

NOTE: The Director, IMCOM-Europe, will prescribe policy and procedures for operating and managing organizational housing in Europe.

Paragraph 3-6c, General Policies. Add subparagraph (12) as follows:

(12) When planning to return Government-owned housing to the host nation (HN) or Government-leased housing to owners, garrison commanders will—

(a) Offer housing residents affected by the termination of the lease an opportunity to relocate to Government-controlled quarters (GCQ) or private rental housing (PRH).

(b) Have the real estate field office (REFO) attempt to negotiate for partial release of Government-leased housing to prevent mandatory moves if residents do not accept a voluntary move. If lessors are unwilling to negotiate partial release, garrison commanders will move the Family to other Government-controlled housing or help the Family locate adequate PRH and negotiate rental agreements with the lessor. The move will be at Government expense.

(c) Ensure the new housing unit is not scheduled for release within 6 months before the sponsor's date eligible for return from overseas (DEROS). Garrison commanders will advise sponsors of the following options, which may help them avoid multiple moves:

1. Early return of Family members.
2. Reassignment.
3. Possible tour curtailment.

NOTE: Appendix U provides guidance for moving Families that are required to relocate because their Government-owned or -leased housing is scheduled for return to the HN or owner. Appendix V provides guidance on nontemporary storage of household goods (HHG).

Table 3-4, Military and Civilian Schedule of Equivalent Grades for Housing Assignment Purposes. Add a "Foreign Service" column under the Civilian Grade Group as follows:

Military Grade Group	Foreign Service
O-7 thru O-10	Foreign Service (FS) 1 and 2
O-6	FS 3
O-5 and W-5	FS 4 and 5
O-4 and W-4	
O-3 and W-3	FS 6 through FS 8
O-2, W-1, and W-2	
O-1	
E-7 thru E-9	
E-5 and E-6	
E-4	
E-1 thru E-3	

Paragraph 3-14a, Eligibility for Family Housing. Add the following:

NOTE: When a Servicemember changes tour status from accompanied to unaccompanied, the Servicemember is no longer eligible for Government-controlled Family housing. Garrison commanders will ensure that personnel service detachments (PSDs) coordinate with the housing division to report changes affecting a Servicemember's eligibility for Army Family housing (AFH).

Paragraph 3-14c, Bedroom Eligibility. Add subparagraphs (7) through (12) as follows:

(7) High school and college students who attend school full-time away from their sponsor's duty station will be counted as Family members when determining bedroom requirements only if they are on the sponsor's travel orders.

(8) A pre-adoptive child will be considered a Family member for the test period required by HN laws when determining bedroom requirements for sponsors eligible for Government-controlled Family housing.

(a) 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.

(b) In the Netherlands, adoptions are generally not handled through local authorities. There is a special agreement that the adoption should be finalized in the United States before the child arrives in the Netherlands.

(9) Persons recognized under AE Regulation 600-700 as “members of household” will not be considered Family members when determining bedroom requirements.

(10) 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 months need not be consecutive, but must equal 181 days or more per year.

(11) Participation in Emergency Placement Care or Family Child Care (FCC) Programs does not entitle sponsors to additional bedrooms or relocation to larger houses. Government-controlled housing will be assigned according to the sponsor’s grade and bedroom requirements.

(12) Persons who provide domestic services will not be considered when determining bedroom requirements.

Paragraph 3-14d(3), Assignment Provisions. Add the following:

An unmarried Servicemember who has joint legal custody of dependent children and physical custody for more than 6 months per year is eligible for Family quarters. The Servicemember will not be required to terminate quarters while the children are residing with the other parent. A copy of the court order or settlement document must be included with the application for Government-controlled housing to show clear evidence of custody periods. When a Servicemember married to another Servicemember divorces while residing in Government-controlled housing, the Servicemember who obtains court-ordered physical custody for more than 6 months will be allowed to keep GCQ. The other Servicemember will be treated as unaccompanied for housing purposes.

Paragraph 3-14d(6), Assignment Provisions. Add the following:

Requests for a medical exception to policy for an individual not in the Exceptional Family Member Program (EFMP) must include the recommendation of the commander of the servicing medical treatment facility.

Paragraph 3-14d(9), Assignment Provisions. Add the following:

Foreign personnel are not authorized Government-controlled housing unless specifically approved by IMCOM-Europe (IMEU-PWD-H).

Paragraph 3-14d(10), Assignment Provisions. Add the following:

Civilian personnel will not be assigned to Government-controlled housing without an approved exception to policy from IMCOM-Europe (IMEU-PWD-H). This rule does not apply to members of the Senior Executive Service (SES) or incumbents of the Red Cross positions identified in paragraph 3-14i(3).

Paragraph 3-14d, Assignment Provisions. Add subparagraphs (20) through (23) as follows:

(20) Sponsors assigned to the United States Army Southern European Task Force (USASETAF) who—

(a) Arrive on concurrent travel orders to PRH and have a four-bedroom or greater housing requirement will not be assigned to Government-controlled housing unless the Commander, United States Army Garrison (USAG) Vicenza, grants an exception to policy.

(b) Are initially assigned to PRH, regardless of travel orders or bedroom requirement, will remain in PRH for their tour of duty unless the Commander, USAG Vicenza, grants an exception to policy.

(21) If a sponsor is reassigned in Europe because of a transfer within the theater or consecutive overseas tour (COT), Family members may remain in Government-controlled housing at the losing duty station for up to 60 days while awaiting assignment of housing at the gaining installation. Garrison commanders at the losing installation may approve requests for exceptions for Families to keep Government-controlled housing for longer periods. This paragraph does not apply to residents of specific position-designated housing units.

(22) If a sponsor is reassigned in Europe because of a transfer within the theater or COT, he or she may remain permanently in Government-controlled housing at the old duty station if the new duty station is in a “paired community” as defined in AE Regulation 600-8-11.

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

Table 3-6, Priority of Assignment for Family Housing. Add note 5 as follows:

5. *Independent duty personnel* are small groups or individual Servicemembers with duty away from military-concentration areas of the parent Service where Servicemembers could not be reasonably expected to be supported by facilities (for example, Family housing) of that parent Service.

Paragraph 3-14f(5), Waiting Lists. Add the following:

If a request for an exception to policy is approved because of medical complications with a pregnancy, the Servicemember’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 Servicemember must give the local housing 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 3-14f(8), Waiting Lists. Add the following:

Servicemembers who receive orders for a transfer within the theater or COT may be placed on the waiting list at the gaining installation 60 days before their reporting date. Servicemembers must give a copy of their orders to the gaining housing division before being placed on the waiting list. The eligibility date will be established according to the basic regulation. Housing offices may also accept advance housing applications received through <https://onestop.army.mil/> for planning purposes.

Paragraph 3-14f, Waiting Lists. Add subparagraphs (18) and (19) as follows:

(18) Soldiers in the Married Army Couples Program (MACP) who are assigned to adjacent communities within 1-hour commuting distance may apply for AFH 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.

(19) When a Servicemember married to another Servicemember 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 they arrive. The housing manager may make local exceptions and may assign quarters if the spouse has travel orders or if Family members are on the sponsor's orders and prepared to travel.

Paragraph 3-14g, Eligibility Date. Add subparagraphs (6) and (7) as follows:

(6) Servicemembers on an unaccompanied tour may request a change to an accompanied tour status before their Family members arrive in Europe.

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

1. 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.

2. If the sponsor does not apply for housing within 30 days after the approval of a tour conversion, the eligibility date will be the date of the application.

3. If the sponsor's Family members are in Europe at the time of the tour conversion, housing will not be assigned until the sponsor has applied for command sponsorship. Temporary lodging allowance (TLA) will not be authorized.

(b) A Servicemember married to another Servicemember may be placed on the waiting list and assigned Government-controlled housing before receiving confirmation that a tour conversion is approved.

1. Documentation of the tour conversion must be provided within 30 days after assignment.

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

(7) After Soldiers in the MACP decide in which community they wish to reside, they will be placed on the waiting list based on the date of enrollment or an earlier eligibility date when appropriate.

Paragraph 3-14i, Key and Essential Personnel. Add subparagraphs (3) through (8) as follows:

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

(a) Military.

1. Flag officers.
2. Centrally selected colonel-level commanders.
3. Command sergeants major (CSMs) of flag officer-level commands.
4. CSMs of colonel-level commands.

(b) Civilian. SES members.

(c) Red Cross Mobile Staff.

1. Ansbach, Germany: station manager.
2. Bamberg, Germany: station manager.
3. Baumholder, Germany: station and assistant station managers (two positions).
4. Darmstadt, Germany: station manager.
5. Grafenwöhr, Germany: station manager.
6. Hanau, Germany: hub manager, deputy manager, and assistant station manager (three positions).
7. Heidelberg, Germany: station and assistant station managers (two positions).
8. Hohenfels, Germany: assistant station manager.
9. Mannheim, Germany: hub manager, deputy manager, and assistant station manager (three positions).
10. Schweinfurt, Germany: station and assistant station managers (two positions).
11. Stuttgart, Germany: station and two assistant station managers (three positions).
12. Vicenza, Italy: hub and assistant station managers (two positions).
13. Vilseck, Germany: station manager.
14. Wiesbaden, Germany: station manager.

(4) Garrison commanders may designate other military K&E positions in their commands. DOD civilians may be designated as K&E only if approved by IMCOM-Europe (IMEU-PWD-H). Garrison commanders may not designate contractor personnel as K&E. Garrison commanders are the approving authority for adding and deleting positions from the K&E list. Garrison commanders will identify K&E positions in writing. Housing managers will maintain a list of K&E positions and provide a copy to IMCOM-Europe (IMEU-PWD-H).

(5) The notification of the proposed housing assignment for an incoming garrison commander must be submitted to IMCOM-Europe (IMEU-PWD-H) before the incumbent is assigned the housing unit. The housing manager must provide HQ IMCOM-Europe with the name and grade of the incoming commander, tour status, Family composition, and the address of the proposed housing assignment. The incoming commander may be assigned quarters only after approval has been received from IMCOM-Europe (IMEU-PWD-H) for the proposed quarters.

(6) Incoming accompanied K&E personnel will be—

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

(b) Assigned the next dwelling unit that becomes available in the appropriate category or Government-controlled housing allocation.

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

(8) 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 will be kept to a minimum.

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

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

(c) 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 after the K&E personnel are reassigned.

(d) If the incumbent of a K&E position that is designated for Family quarters is not eligible for AFH, a request may be submitted to divert the dwelling unit to UPH. Servicemembers receiving basic allowance for housing (BAH) at the with-dependent rate may not be assigned UPH that exceeds the minimum space standards without affecting BAH, except under the conditions outlined in the Joint Federal Travel Regulations (JFTR), paragraph U10306.

Paragraph 3-14j, Substandard Housing Assignment. Add the following:

The Army in Europe has no substandard AFH dwelling units. All AFH dwelling units meet minimum adequacy standards for assignment.

Paragraph 3-14k, Mandatory Assignment (Foreign Areas Only). Add the following after the first sentence:

If a waiting list exists in any category and housing is not projected to be available for assignment within 30 days, a certificate of nonavailability (CNA) may be issued. If Family housing is available in a Servicemember's category and bedroom requirement, the Servicemember must be assigned to the available housing unit.

Paragraph 3-15a, Occupancy by Non-Family Members. Add the following after the first sentence:

Social visits by non-Family members in Government-controlled housing will be limited to 90 days per calendar year. Only garrison commanders may grant permission for visits exceeding 90 days.

Paragraph 3-15a, Occupancy by Non-Family Members. Add subparagraphs (11) and (12) as follows:

(11) The garrison commander is the approval authority for requests for persons who provide domestic services (for example, household duties, babysitting) to reside in GCQ, including leased and Government Rental Housing Program (GRHP) quarters. Military and civilian sponsors who wish to employ a live-in domestic employee must follow Army in Europe and HN employment requirements before requesting this approval. Because HN employment requirements vary, sponsors should contact their legal assistance office before hiring a domestic employee. The person hired as a live-in domestic employee may be required to register with local authorities. An employer who houses an illegal alien or a nonregistered domestic employee may be subject to deportation costs, administrative and criminal fines by HN authorities, and loss of Government-controlled housing. Live-in domestic employees are prohibited from residing in attic spaces and basement rooms in AFH. Appendix W provides guidance and procedures for housing a domestic employee in GCQ.

(12) 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 garrison housing division to the garrison commander for approval. The sponsor will submit the request no more than 90 days after the nondependent Family member arrives at the sponsor's Government-controlled housing. AE Regulation 600-700 provides additional information pertaining to members of household.

Paragraph 3-16a(1), Termination of Housing. Add subparagraphs (f) and (g) as follows:

(f) When a Servicemember's tour changes from accompanied to unaccompanied.

(g) When the assigned occupants divorce, legally separate, or are absent from Government-controlled housing for more than 90 days, the departure is considered permanent and the quarters assignment will be terminated. The sponsor will notify the housing office in writing within 5 days after notification of the change in circumstances, and the Government-controlled housing will be terminated within 30 days after notification of the occurrence. If the sponsor is absent, the unit commander will notify the housing office. The garrison commander may authorize individual exceptions.

Paragraph 3-16b(1)(b), Termination of Housing. Add the following:

Soldiers assigned to Germany who want their dependents to remain in Germany while they are on TDY en route under PCS orders to their next duty assignment may apply for the retention of GCQ and monetary allowances, subject to the following procedures and limitations:

1. Soldiers may submit their requests for retention of GCQ in writing to their servicing garrison commander for approval. Requests should be routed through the servicing housing division to determine the effect an approval would have on the local housing situation. Requests for dependents to remain in GCQ for more than the 90-day grace period provided for in the Supplementary Agreement to the NATO SOFA must be forwarded to IMCOM-Europe (IMEU-PWD-H).

2. Requests for retention of OHA and cost of living allowance (COLA) require Secretarial determination. Soldiers should consult their servicing finance office on the necessary procedures for submitting such requests.

3. The approval of one of the options described in 1 or 2 above does not necessarily mean approval of all the options. Each request will be considered by the respective approval authorities on its merits and the circumstances involved.

4. Soldiers assigned to Belgium and Italy must also follow the procedures in 1 and 2 above, except that requests to remain in GCQ must be routed through the servicing housing division to the Commander, USAG Benelux, or the Commander, USAG Vicenza, as appropriate. These commanders will make their determinations based on applicable international agreements and concessions with HN authorities.

5. Soldiers assigned to the Netherlands must request an exception for their dependents to remain in the Netherlands once the sponsor is notified of his or her PCS. The request must be routed through the USAG Schinnen Housing Office to the Commander, USAG Schinnen, and it should include compelling reasons for the dependents to remain in country while the sponsor is assigned to a dependent-restricted tour. The Commander, USAG Schinnen, may only recommend to HN officials that a Soldier's request be accommodated. The final decision rests with HN officials.

Paragraph 3-16b(2)(b), Exceptions to Immediate Termination. Add the following:

In Germany only, in accordance with the Supplementary Agreement to the NATO SOFA, Servicemembers may request an exception to policy for Family members to remain in Germany for up to 90 days after a PCS move.

1. The request must be submitted by the Servicemember in writing and sent through personnel channels to the garrison commander for approval. Requests should also be routed through the housing division to determine the effect on the local housing situation.

2. The 90-day period applies only to Servicemembers who PCS and remain on active duty.

3. Garrison commanders may approve retention of GCQ for up to 90 days after the sponsor's PCS as part of a request for delayed return.

4. After the 90 days, unaccompanied Family members will no longer be eligible for Government-controlled housing. They will be entitled only to the limited individual logistic support (ILS) specified in AE Regulation 600-700.

5. Garrison commanders are not authorized to approve requests for Family members to remain in Government-controlled housing longer than 90 days for those sponsors who PCS outside Europe. Garrison commanders in Germany will send requests to remain in quarters past 90 days to IMCOM-Europe (IMEU-PWD-H). A separate request must be submitted to the Office of the Provost Marshal, HQ USAREUR/7A (ECJI-CEA-NS), Unit 29931, APO AE 09086-9931, to obtain HN approval for continuation of ILS. In Belgium, a separate request must be made through the Northern Law Center to the Belgian authorities. In the Netherlands, a separate request must be made through the Netherlands Law Center to the Dutch authorities.

6. Servicemembers assigned to a Family housing unit acquired under the GRHP must terminate Government-controlled housing on their departure. Family members will not be authorized to remain in the quarters after the sponsor's departure. Units acquired under the GRHP are acquired on behalf of the individual Servicemember and only for the duration of the Servicemember's accompanied tour.

Paragraph 3-16b(2)(e). Add the following:

In Europe, retention of Family housing and other logistical support beyond 90 days for Families of deceased Servicemembers is subject to the procedures in paragraph 3-16b(2)(b)5.

Paragraph 3-16b(2)(f), Exceptions to Immediate Termination. Add the following:

In accordance with the NATO SOFA, Servicemembers who voluntarily or involuntarily separate in Europe are no longer considered members of the Force and lose their entitlement to housing.

1. Servicemembers are not authorized to reside in Government-controlled housing after retirement or separation.

2. The garrison commander does not have the authority to allow sponsors or their Family members to reside in Government-controlled housing after retirement or separation. Exceptions require Director, IMCOM-Europe, approval. A Servicemember's lack of planning for retirement or separation (for example, failure to acquire PRH or make timely arrangements for housing clearance) does not justify retention of Government housing.

Paragraph 3-16b, Exception to Immediate Termination. Add subparagraph (3) as follows:

(3) Appendix X provides policy and procedures for occupancy of Government and private housing during deployment.

Paragraph 3-16e(3), Eviction and Repossession of Units. Add the following:

Appendix Y provides eviction procedures.

Paragraph 3-17a, Policy. Add the following:

In Europe, home-based businesses are governed by AE Regulation 210-70. Sponsors and their Family members who wish to operate a limited home-based business or service must first receive the garrison commander's approval. The business must not detract from garrison operations or inconvenience or disrupt the quality of life of other residents. AR 608-10 provides policy for quarters-based FCC services.

Table 3-7, Priorities of Assignment for SOQ, OQ, SEQ, and EQ. Add the following to the description of priority III:

III	Personnel on an accompanied tour who are awaiting assignment to Family housing and the transportation of their Family members to the command.
-----	---

Paragraph 3-18c(1)(b), Waiting Lists for Senior Officer Quarters, Officer Quarters, and Senior Enlisted Quarters. Add the following:

Servicemembers who receive orders for a transfer within the theater or COT may be placed on the waiting list at the gaining installation 60 days before their reporting date. Servicemembers must give a copy of their orders to the gaining housing division before being placed on the waiting list. The eligibility date will be established according to the basic regulation.

Paragraph 3-18d, Assignment of Housing to Permanent Party Personnel. Add subparagraphs (9) and (10) as follows:

(9) Garrison commanders will establish policy for overnight visitors in permanent UPH. If local policy permits overnight visitors in UPH, the following provisions should be included:

(a) Residents must notify the housing division when a visitor's stay will exceed 30 consecutive days.

(b) Procedures for coordinating with the local finance and accounting office (FAO), which will determine if housing allowances will be forfeited when a resident's visitor is a Family member of another military member and the visit exceeds 30 consecutive days.

(10) Unless a policy regarding pets in permanent UPH is established by the garrison commander, officer quarters and senior enlisted quarters will have the same standard for pets as established for barracks.

Paragraph 3-18g, Assignment of Housing to Reserve Component Personnel. Add subparagraphs (10) and (11) as follows:

(10) Cadet Troop Leader Training (CTLT) Program. Cadets from the United States Military Academy at West Point and the Reserve Officers' Training Corps who participate in the CTLT Program will be provided GCQ when available based on the following priorities:

(a) Priority 1: Permanent party UPH officer quarters.

(b) Priority 2: Permanent party UPH senior enlisted quarters.

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

(11) GCQ Not Available. If permanent GCQ are not available, cadets should be referred to Government-transient facilities.

Paragraph 3-18h(1), Assignment of Housing to Civilian Employees. Add the following:

Civilian personnel will not be assigned to UPH without IMCOM-Europe (IMEU-PWD-H) approval. When authorization is given for assignment of civilians to UPH, rental charges will be determined based on appendix Z of this supplement, AE Regulation 690-40, and AE Regulation 690-74.

Paragraph 3-18h, Assignment of Housing to Civilian Employees. Add subparagraph (5) as follows:

(5) A request may be submitted to IMCOM-Europe (IMEU-PWD-H) for college students recruited as interns or summer hires for morale, welfare, and recreation or Department of Defense Dependents Schools programs to be assigned to UPH. When authorized, they will be housed according to the priorities shown for Reserve personnel in paragraph 3-18g(10). If UPH is not available, a request may be submitted to divert excess AFH space to UPH to accommodate these students. Parent or sponsoring organizations will reimburse the cost of housing services (including utilities) for the period that the students occupy Government-controlled housing.

Paragraph 3-18k, Authority To Live Off Post. Add subparagraphs (6) and (7) as follows:

(6) When adequate quarters are available, unaccompanied personnel in the grade of sergeant first class and above who are entitled to BAH at the without-dependent rate and who elect to reside in PRH will be authorized TLA while seeking permanent PRH.

(7) When adequate quarters are available, unaccompanied personnel in the grade 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 housing. If adequate Government housing is not available, a CNA will be issued and TLA will be authorized while the Servicemember seeks permanent PRH.

Paragraph 3-22b(1)(b), Permanent Party Unaccompanied Personnel Housing. Add the following:

The following criteria will be used to determine the adequacy of space for barracks at garrisons in the Army in Europe:

1. 1+1 Facilities. Those facilities that provide modules of two rooms with at least 11 square meters (118 net square feet (NSF)) of living area in each room and an adjoining bath shared by both are to be counted as two spaces for E1 through E4 personnel or one space for E5 and E6 personnel. Single rooms that provide 135 NSF living area and contain a private bath are to be counted as one space for E5 and E6 personnel.

2. Modernized Facilities. Each Servicemember in modernized facilities (for example, 2+2, 1-2-3) is to be assigned to at least of 90 NSF of living area. Regardless of room size, no more than four E1 through E4 personnel may be housed in each room. Personnel in the grades of E5 and E6 must be provided at least 135 NSF of net living area, and no more than two personnel may be housed in each room. Common-use bath is acceptable. When three or more personnel are housed in a room, the available living area of the room is to be reduced by 20 square feet per person to accommodate two wardrobes per person.

3. Facilities With a Gang Latrine. Each Servicemember in the grade of E1 through E4 is to be given at least 110 NSF of living area. Regardless of room size, no more than two E1 through E4 personnel may be housed in each room. E5 and E6 personnel must be provided at least 220 NSF of living area and be assigned to a private room. A common-use bath is acceptable.

4. Minimum Standard for E6 Personnel. The minimum DOD UPH standard for personnel in the grade of E6 is a private room and a bathroom shared by no more than one other person. If garrisons are unable to provide E6 personnel UPH meeting this standard, the Servicemember may elect to reside off post and receive OHA. See 37 USC 403(e)(3). If this election is made, a CNA will be issued by the housing office. This provision does not apply to E5 personnel who are promotable.

Paragraph 3-22c(2), Determination of Adequacy. Add subparagraph (c) as follows:

(c) Figure 3-11 is a sample checklist for housing inspectors to use to determine if a unit has enough 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 AVAILABLE 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 the completed checklist to the Centralized Furnishings Management Office.				

Figure 3-11. Government-Owned Appliance Checklist

Paragraph 3-22c(3)(c)5, Condition. Add the following:

The heating system must be able to provide healthy and comfortable living conditions. This requirement may not be met with portable heaters.

Paragraph 3-22c(3)(c)7, Condition. Add the following:

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

Paragraph 3-22c(3)(c)11, Condition. Add the following:

The housing unit must have hot water of adequate temperature and quantity for installed plumbing fixtures to serve U.S. appliances and meet a Family's needs. A hot-water connection for a washing machine is not required when European washing machines are available.

Paragraph 3-28a(1)(a), Reallocation of Family Housing. Add the following:

When possible, all units within a stairwell should be reallocated to the same housing category.

Paragraph 3-28a(2), Diversion of Family Housing. Add the following after subparagraph (b):

NOTE: Only the Assistant Chief of Staff for Installation Management (ACSIM) may approve diversion of AFH. Garrisons must submit requests for diversion through IMCOM-Europe (IMEU-PWD-H).

Paragraph 3-28a(2)(f), Diversion of Family Housing. Add the following:

The cost of maintenance and repair (M&R) of diverted Government-owned AFH units that remain on the property records as Family housing will be funded using AFH funds. If Family housing units are diverted to UPH or any other use, the operating cost (including utilities, services, and furnishings) will be funded using Operation and Maintenance, Army (OMA), funds or other appropriate account. To ensure an audit trail, garrison housing offices must change the Housing Operations Management System (HOMES) status code to "diverted" for approved temporary diversions. Garrison housing divisions will—

1. Establish audit documentation that shows the real property code and the Integrated Facilities System (IFS) utilization code.

2. Provide a current list of diverted AFH on an as-needed basis to the local directorate of public works (DPW) real property and engineer resource-management division.

3. Ensure the IFS and property records "M" coding is changed back to AFH when temporary diversions to UPH are rescinded.

Paragraph 3-28b(1)(b), Redesignation of Family Housing. Add the following:

The garrison commander will send requests to redesignate general/flag officer's quarters (GFOQ) and garrison commander's quarters in writing to IMCOM-Europe (IMEU-PWD-H), Unit 29353, Box 200, APO AE 09014-0200. Requests must include the 6-year GFOQ plan and the information in figure 3-12.

(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.

(KO Signature)

CF:
DPW (Utility Division)
DPW (Real Property Branch)
FAO

Figure 3-13. Sample Termination Letter for GRHP

(c) The GRHP specialist will conduct a termination inspection with the landlord. The results of the inspection will be documented on AE Form 420-1A.

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

(e) Claims must be processed by KOs within their established limits or through the REFO for claims that exceed the KOs authority.

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

(g) The GRHP specialist will flag the record for “delete” in HOMES.

Paragraph 3-29c(1), Basic Policy. Add subparagraph (c) as follows:

(c) Garrison commanders will submit requests for UPH diversion to IMCOM-Europe (IMEU-PWD-H), Unit 29353, Box 200, APO AE 09014-0200.

Paragraph 3-29d, Conversion of Unaccompanied Personnel Housing. Add subparagraph (5) as follows:

(5) Garrison commanders will submit requests to IMCOM-Europe (IMEU-PWD-H), Unit 29353, Box 200, APO AE 09014-0200, with the information required in the basic AR and USAREUR Regulation 405-15.

Paragraph 3-35a, Eligibility. Add subparagraph (3) as follows:

(3) Other personnel who are eligible for ILS (AE Reg 600-700) (for example, personnel working for the American Red Cross, Army and Air Force Exchange Service, or United Service Organizations).

Paragraph 3-36a(4), Housing Services Functions and Customer Service. Add subparagraphs (e) through (i) as follows:

(e) TLA. AE Regulation 37-4 governs TLA in USEUCOM.

(f) OHA. The JFTR, chapter 9, governs OHA.

(g) Move-In Housing Allowance (MIHA).

1. Recordkeeping and Reporting. A copy of the CNA that was issued for PRH, the DD Form 2367 or DD Form 2556, and all supporting documentation must be kept in the customer's file.

2. Responsibilities. The garrison housing division will—

a. Establish procedures to ensure Servicemembers are fully briefed on the eligibility requirements for OHA and MIHA before they seek PRH. The briefing must include information about local procedures for obtaining approval for MIHA to pay for rental agency or redecorating fees before incurring the cost. The JFTR, appendix N, provides guidance on MIHA.

b. 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 garrison. The housing manager will keep the documentation used to establish local policy for audit purposes.

c. Keep a copy of the issued CNA. This verifies a sponsor's eligibility for OHA and MIHA for unaccompanied Servicemembers.

d. Provide a copy of AE Poster 420-1A (Privacy Act Statement (PAS)) (fig 3-14) any time personal information is requested from a customer that will be retained in the customer's file, unless the document containing the personal information already contains a Privacy Act statement. Each customer will be provided the PAS on providing a copy of the executed lease agreement for their private rental housing. Personal information includes, but is not limited to, name, address, social security number, date of birth, e-mail address, telephone number, grade, or rank.

(h) Dislocation Allowance. The JFTR, chapter 5, part G; and this supplement, appendix U, govern the payment of dislocation allowance (DLA).

(i) Army in Europe Paired Communities. AE Regulation 600-8-11 governs the paired communities program.

Information Required by the Privacy Act of 1974

You have been asked to provide information or documents containing personal information that will be retained in your customer file here in the housing office. The authority of the Government to request and retain this information, the purpose for which it is requested, and the possible routine uses are outlined below. You are entitled to a copy of this Privacy Act statement.

Authority: 10 USC 3013, Secretary of the Army; EO 9397 (SSN).

Principal Purposes: To provide housing and related services for military personnel, their dependents, and qualified civilian employees; to render reports; to investigate complaints; and to provide information necessary to prepare the lease-rental contract for housing in the community.

Routine Uses: In addition to those disclosures generally permitted under 5 USC 552a(b) of the Privacy Act, these records or information contained therein may specifically be disclosed outside the DOD as a routine use pursuant to 5 USC 552a(b)(3) as provided in any of the Blanket Routine Uses set forth at the beginning of the Army's compilation of systems of records notices.

Disclosure: Voluntary. However, if the information is not provided, the individual will not be considered for a lease rental contract or issuance and use of Government-owned furnishings.

AE POSTER 420-1A, APR 08

Figure 3-14. Privacy Act Statement

Paragraph 3-36a, Housing Services Functions. Add subparagraph (8) as follows:

(8) The garrison housing division will coordinate with the installation centralized in- and outprocessing facility to ensure that personnel seeking PRH are briefed on housing policy and procedures. These personnel must receive a housing-services office handout (basic AR and AE Reg 612-1).

Paragraph 3-36b, Housing Services Staffing. Add subparagraphs (3) and (4) as follows:

(3) The customer service branch will use military nontactical vehicles for transportation to perform inspections and to conduct other normal operations. If the garrison cannot provide transportation services to enable newly arrived personnel to see potential rental units, the garrison commander may contract for transportation service. This service may be provided during evenings and weekends.

(4) The customer service branch requires access to expert legal advice on HN rental laws to know when to recommend that sponsors seek legal counsel. Garrison commanders may contract with a local source for such expertise if it is not available from the servicing staff judge advocate (SJA).

Paragraph 3-36d(1), Housing Listings. Add subparagraphs (a) and (b) as follows:

(a) In Europe, housing managers will list housing units on AE Form 420-1C or the HOMES equivalent. The AE Form 420-1C provides 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 accepts the assurance will document this on a memorandum for record, which must be included in the file.

(b) The garrison commander may implement either an open-referral system or a waiting-list system for PRH, based on the local rental market. Appendix AA provides procedures for open-referral and waiting-list systems.

Paragraph 3-36e, Assistance and Counseling. Add subparagraphs (8) through (11) as follows:

(8) Figure 3-15 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. If a landlord chooses not to use a standard lease, the housing division must 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 legal assistance office may be able to provide a legal review before the sponsor signs the lease. Appendixes BB and CC provide sample PRH rental agreements for Germany and Italy, respectively.

(9) A housing representative must 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 3-17 is a sample checklist that may be used to determine the adequacy of a PRH unit. This checklist also covers the basic information required by the centralized furnishings management office (CFMO) when Government-owned furnishings and equipment must be used in the PRH unit. If a checklist is used, a copy should be kept in the customer’s file.

(a) Residents will complete the security checklist (fig 3-16) before entering into a lease agreement for a PRH unit. The housing office will keep the completed checklist in the resident’s file until the resident departs. The checklist is a guide and must be made available to personnel at the time of inprocessing for use in screening potential PRHs.

(b) Residents will conduct an “in-check” with the landlord or the landlord’s representative before accepting the property. During the in-check, AE Form 420-1D must be completed and the utility meters must be read. The landlord and tenant should sign AE Form 420-1D. This form should be appended with the translation in the local HN language for countries other than Germany. The original must be kept in the housing division files; both the landlord and the tenant must receive a copy. If the landlord declines to take part in the in-check, the tenant should conduct the in-check with a witness and send a copy of the completed AE Form 420-1D to the landlord.

(c) Residents will conduct an out-check with the landlord or the landlord’s representative. During the out-check, the resident and landlord will use AE Form 420-1D to compare the condition of the unit with the condition it was in at the time the resident moved in. Final utility meter readings must 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.

(d) The resident will coordinate the out-check with the CFMO at least 10 days before completing AE Form 420-1D.

(10) Brief departing personnel on procedures for clearing PRH. The HSO will coordinate the timing of this briefing with the centralized in- and outprocessing facility to ensure tenants have enough time to notify the landlord of the intention to terminate a lease.

(11) Establish local procedures to ensure departing personnel clear their furnishing hand-receipts with the CFMO before clearing the garrison housing division.

CUSTOMER NAME: _____ DATE: _____

The customer signature below indicates that the customer understands his or her responsibilities concerning each item listed and how to obtain assistance if necessary. The housing services office (HSO) must explain at least the following items before the checklist is signed:

1. Equal opportunity in housing. What to do if you believe you have been discriminated against. _____
2. Restrictive sanctions and nonreferral lists. _____
3. Local rental laws; tenant rights and responsibilities; landlord rights and responsibilities. _____
4. What to look for in a lease (for example, military release clause (transfer clause), redecoration costs, utility costs). _____
5. Assistance available from the HSO, SJA, and other sources. _____
6. Housing allowances (BAH, OHA, and MIHA) and how to get advance OHA. _____
7. How to get utility and telephone service. _____
8. Available Government furniture and appliances, and how to get them. _____
9. Local bus or train service and schoolbus routes and how to sign up for the schoolbus. _____
10. TLA procedures. _____
11. Family-travel procedures. _____
12. Common guidelines for living overseas. _____
13. Rules for Government-funded local moves. _____
14. Residential security, safety, and emergency guidelines checklist (AE Suppl 1 to AR 420-1, fig 3-15). _____

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

Customer Signature

HSO Representative Signature

Date

Date

Figure 3-15. Inprocessing Briefing Checklist

RESIDENT SAFETY AND SECURITY GUIDE

This guide will be given to and completed by all DOD personnel before they enter into a lease agreement. Personnel should use this guide when screening potential dwellings.

Type of neighborhood, roads, and parking accommodations

Is the dwelling near an industrial zone, power plant, or other hazards?	Yes/ No
Is there adequate entry and exit roads?	Yes/ No
Is the dwelling located on a dead-end street?	Yes/ No
Does the dwelling have underground parking?	Yes/ No
Does the dwelling have garage parking?	Yes/ No
Is off-street parking adjacent the dwelling available?	Yes/ No
Is the mailbox attached to the dwelling and the name shielded from public view?	Yes/ No

Fencing, exterior lighting, and trash receptacles

Are trees and shrubs located next to the dwelling or are they away and trimmed?	Yes/ No
Is there adequate lighting around the dwelling?	Yes/ No
Are public dumpsters located at least 10 meters away from the dwelling?	Yes/ No

Doors, windows, and security systems

Does the dwelling have multiple entry/exit doors?	Yes/ No
Do all exterior doors have dead-bolt type locks?	Yes/ No
Are the doors and frames heavy and solidly constructed?	Yes/ No
Will lock cylinders be changed and the new keys be given the tenant?	Yes/ No
Does the door have a peephole or intercom system?	Yes/ No
Do windows have grills, bars, or horizontal blinds installed?	Yes/ No
Can windows be secured from the interior?	Yes/ No
Does the dwelling have a built-in security alarm system?	Yes/ No
Does the dwelling have a built-in fire-alarm system?	Yes/ No
Does the dwelling have a second or subsequent emergency escape?	Yes/ No

For additional safety and security measure, visit <http://www.ready.gov>. This site has information on sheltering plans, emergency-readiness preparedness supply lists, and other valuable information.

Comments: _____

Name of tenant _____ Signature/date _____

Address of the property _____ City and postal code _____

Figure 3-16. Resident Security Checklist

LANDLORD: _____ TENANT: _____

CITY: _____ STREET: _____ TELEPHONE: _____

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 grade (AR 420-1)? _____
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 housing allowance? _____

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

This unit is: ___Adequate ___Inadequate ___Physically adequate, but not for this sponsor

INSPECTOR: _____ DATE: _____

Figure 3-17. Adequacy Checklist for PRH

Paragraph 3-44, Self-Help. Add subparagraphs f and g as follows:

f. Most housing units in the Army in Europe are in stairwell buildings. Garrisons may establish an area in front of each stairwell building for residents to plant flowers. The DPW should amend the installation design guide (IDG) accordingly. The self-help store should make perennial flowers and small shrubs available for these areas. The self-help store may also provide window and balcony flowerboxes with suitable materials and instructions for proper installation.

g. Residents of PRH housing are authorized replacement parts for Government-owned appliances (for example, burners, drip pans, knobs) and temporary loan (for example, 24- to 48-hour loan) of lawnmowers, hedge clippers, rakes, shovels, and other maintenance equipment.

Paragraph 3-47, Fire Protection. Add subparagraphs c through e as follows:

c. The DPW will incorporate the following fire-protection features into major M&R 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 must be locked by the DPW. Basement doors must 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, that are 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 in 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. This panel should automatically close basement doors and sound alarms in the affected stairwells when the manual activation button or any of the attic, stairwell, or basement detectors are activated. If feasible, this control system must, when activated, automatically transmit a signal to the fire department or a constantly monitored central location.

d. In addition to adding the features in subparagraph c above, the DPW will replace any remaining child-safety bars on windows with master-keyed, locking window handles that provide the child-safe tilt function (the window tilts inward from the top only and may be operated by the locking handle).

e. Permanent Government-controlled housing that has four or more floors and where the residents above the third floor have only one exit (the stairwell) must have upper-story windows that may be opened or skylight openers. These openings must be located above the upper-most apartment entrance to vent smoke when required.

Paragraph 3-48a(1), Family Housing. Add the following:

In common stairwell-type buildings, smoke detectors must be installed in the attics, basement corridors, and stairwells. These detectors must automatically activate the stairwell alarms.

Paragraph 3-53c, Identification of Housing. Add subparagraph (4) as follows:

(4) In Europe, nameplates will not be an authorized expenditure for AFH funding.

Paragraph 3-53d(9)(b), Apartment Buildings. Add the following:

Garrison commanders will be responsible for grounds maintenance around multistory apartment buildings.

Paragraph 3-53e(3), Contract Cleaning at Government Expense (Outside Continental United States Only). Add subparagraphs (g) and (h) as follows:

(g) Housing-cleaning contracts must be monitored to ensure contract compliance and minimal unit downtime. The housing manager will establish procedures for coordination between the contracting officer's representative and the ordering officer responsible for the contract.

(h) The DPW will ensure that a cleaning requirement is included in construction and renovation contracts so that the unit is ready for immediate assignment when the contract is completed. Quarters-cleaning funds may not be used for this requirement.

Paragraph 3-53g, Maintenance and Repair Projects. Add subparagraph (6) as follows:

(6) IMCOM-Europe Authorities and Responsibilities for Designing, Constructing, and Funding AFH Projects. The following applies to all AFH projects, regardless of funding source (for example, Army Family Housing Construction (AFHC), Army Family Housing Operations (AFHO), payment in kind (PIK)), unless otherwise specified:

(a) General Guidance.

1. IMCOM-Europe AFH projects costing more than \$15,000 per dwelling unit, regardless of the source of funding, require IMCOM-Europe (IMEU-PWD-H) approval. This will provide greater consistency and a more efficient method for determining requirements and designing, programming, funding, and executing projects. Centralized management will provide improved control of resources, resolution of systemic problems, and uniformity of end products.

2. For AFHC-funded projects, the construction agent is the United States Army Corps of Engineers (USACE), except in Vicenza, Italy, where projects are managed by the United States Navy. The construction agent has overall project-management responsibility, including representing and protecting U.S. interests during execution of the design, tendering, construction, contract-management services, and warranty. (This also applies to PIK-funded projects.) For AFHO-funded projects, the garrison commander will ensure the required functions of the construction agent are executed, whether through the USACE, the United States Navy, in house, or by another contract or means. Garrison commanders will ensure funding is provided to the construction agent.

3. HQ IMCOM-Europe provides funds using the funding priorities of each garrison commander's integrated project list. Garrison commanders may delegate authorities and responsibilities in writing to their subordinate commanders based on available personnel.

4. The IMCOM-Europe Army Family Housing Standard Design Guide (AFH-SDG) establishes design criteria and consolidates applicable technical and safety codes. Deviations or additions to the AFH-SDG require approval from IMCOM-Europe (IMEU-PWD-H) before being executed. All participants in the design and construction process should recommend ways to improve the AFH-SDG. Changes to the AFH-SDG will be issued as interim policy with implementation guidance for the particular change. The version of the AFH-SDG used for design at the 35-percent acceptance stage will govern the project through construction, except for mandatory interim policy changes, which will follow specific implementation guidance.

5. The construction agent will host monthly line-item review (LIR) meetings for projects in the agent's area of responsibility. These meetings give project managers an opportunity to brief HQ IMCOM-Europe and garrison managers on individual projects (both design and construction).

(b) Design Roles and Responsibilities.

1. HQ IMCOM-Europe will do the following for all AFH projects, regardless of the source of funds:

a. Submit an updated IMCOM-Europe long-range plan (project listings) to the ACSIM.

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

c. Attend design-review meetings.

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

e. Review functional layouts and conformity of the design to the AFH-SDG at the concept, 35-percent, and final-design phases according to appendix G. HQ IMCOM-Europe will not review individual project plans and specifications for fire- and life-safety purposes, but will provide technical fire-protection oversight.

f. Serve as the "authority having jurisdiction" on National Fire Protection Association (NFPA), life-safety issues, and related criteria.

g. Provide assistance on work-classification issues.

h. Obtain approval from higher headquarters whenever IMCOM-Europe approval limits must be exceeded.

i. Receive requests for and coordinate with garrisons for programming, procurement, and delivery requirements for Government-furnished equipment and furnishings.

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

2. The construction agent will do the following, regardless of the source of funds:

a. Provide life-cycle project- and construction-management services.

b. By 31 March each year, submit parametric estimates to garrisons for viable projects programmed for 3 years after the current fiscal year (FY+3). The cost breakout must be sufficient to prepare DD Form 1391 for submission to IMCOM-Europe, IMCOM, HQDA, the Office of the Secretary of the Defense (OSD), and Congress. Lump-sum estimates should not be authorized. The estimate should provide the same level of detail and a breakdown of costs as shown in the basic AR, paragraphs 3-8 and 3-9.

c. Verify technical adequacy and cost estimates of functional layouts, and recommend changes if necessary.

d. Ensure designs and technical reviews are conducted according to the AFH-SDG with a 1-month advance notice of design-review meetings.

e. Use on-board reviews and expedited design timelines as requested and coordinated with HQ IMCOM-Europe.

f. Send two sets of the concept and final designs to the user, one set to the garrison, and one set to IMCOM-Europe (IMEU-PWD-H) for review (including both HN and English translations). The construction agent will also conduct biddability, constructability, operability, and environmental reviews with the garrison.

g. Prepare a proposed work-classification scheme with a detailed cost estimate at the concept and final design stages, and obtain garrison certification of work classification.

h. Coordinate proposed construction schedules and dates for vacating buildings with the affected user (specifically, the housing manager).

i. Provide written justification through the garrison to HQ IMCOM-Europe when the current working estimate or tentative contract-award amount exceeds the project's approval limit or when the approved schedule must be changed.

j. Notify the garrison and HQ IMCOM-Europe of all design-review meetings 1 month before the meeting date.

3. The garrison commander will do the following for all AFH projects, regardless of the source of funds:

a. Ensure all planned AFH improvements are according to the approved IDG (AFH community plan).

b. Properly program AFH projects on time and in cycle using DD Form 1391.

c. Ensure programming deadlines are met by submitting a completed DD Form 1391 to HQ IMCOM-Europe 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.

d. Prioritize the 1-N project list.

e. Integrate community and garrison priorities into the prioritized 1-N project list (dual programming is not allowed) and send the list to HQ IMCOM-Europe for each program according to the timelines in c above.

f. Ensure local technical and utility requirements are provided at the first design-review meeting.

g. Verify the functional adequacy of layouts and recommend changes, if necessary.

h. Review designs for compliance with operability, maintainability, IDGs, and local requirements.

i. Certify work classification at the concept and final design stages.

j. Coordinate and program Government-furnished equipment and furnishings through the Requirements Team, Furnishings Section, Housing Branch, Public Works Division, IMCOM-Europe.

k. 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, garrison commanders must submit requests for early design start to HQ IMCOM-Europe for AFHO projects to be executed in FY+3.

NOTE: As a general rule, “on-the-shelf” designs must be limited to 150 percent of the garrison’s annual project budget. All requests for design approval must identify projects in priority order.

l. Update and finalize DD Form 1391 using the parametric design estimate provided by the construction agent and coordinate requirements with HQ IMCOM-Europe.

NOTE: HQ IMCOM-Europe will execute AFHC-funded projects in coordination with the construction agent and with HQDA guidance.

m. Review NFPA, life and safety, health, and early fire- and smoke-detection criteria.

(c) Roles and Responsibilities During Construction.

1. HQ IMCOM-Europe will—

a. Electronically receive from the construction agent changes that require HQDA funding and approval. HQ IMCOM-Europe will review the changes and respond to the construction agent with IMCOM direction within 5 workdays after receipt.

b. Monitor projects during construction to ensure they comply with the AFH-SDG and the intent of the design through monthly LIRs.

c. Attend final inspections when possible.

2. The construction agent will—

a. Comply with contract specifications and drawings.

b. Request garrison approval for “in-scope” contract changes required to provide a technically sound, complete, and usable facility.

c. Prepare a proposed work-classification scheme for each change request. The construction agent will send each change-order request form to the garrison and obtain administrative approval before obligating of funds or beginning work.

d. Notify the garrison and HQ IMCOM-Europe whenever a known change would result in exceeding the project-approval limit, and not approve the change until new-project approval is obtained.

e. Send the funding-request letter through the garrison to IMCOM-Europe (IMEU-PWD-H) if contingency funds will not cover an approved change. Letters must include the date funds are needed, associated delay costs (if any), and the date when costs would start to accumulate. The construction agent will attach a copy of the approved change-order request form to the funding-request letter.

f. Notify the garrison and HQ IMCOM-Europe before approving extensions to the contract-completion date.

g. Send copies of all processed change-order requests to HQ IMCOM-Europe each month (including military construction and PIK-funded projects). Modification-status logs must be sent to the garrison and IMCOM-Europe housing offices.

h. Coordinate the timely identification and processing of changes with the local HN construction office and the contracting agency to keep the project on schedule.

i. Notify the garrison and HQ IMCOM-Europe of prefinal and final inspections at least 10 workdays before the inspections.

j. Process the close-out of contract documents (for example, final payments, DD Form 1354, claims resolution).

k. Provide a set of as-built drawings to the garrison and to HQ IMCOM-Europe in both reproducible hardcopy and digitized format (computer-aided drafting and design (CADD) must be in DGN (Intergraph)). An operation and maintenance manual must be placed on a CD and sent to the garrison within 90 days after project completion.

3. Garrisons will—

a. Send all user-requested changes through HQ IMCOM-Europe for submission to HQDA for approval.

b. Review and be the approval authority for 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. Garrisons must send change requests to HQ IMCOM-Europe for approval if the 3-percent limit will be exceeded. HQ IMCOM-Europe approval will be 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 must indicate the date on the change-order request form and add a statement that explains the urgency.

- c. Certify all change requests for work-classification purposes.
- d. Request new approval of projects whenever a change would result in exceeding approval limits.
- e. Monitor and coordinate construction for compliance with local requirements and progress schedules.
- f. Coordinate with the user on project-site visits, final turnover, and building occupancy.
- g. Accept the completed facility if no functional or fire-safety deficiencies prevent occupancy.
- h. Attend prefinal and final inspections.

(d) AFHC and PIK Project Funding.

- 1. AFHC funded projects are managed and controlled by the USACE.
- 2. HQ IMCOM-Europe manages and monitors the funding of PIK projects. The USACE separately funds the United States Army Corps of Engineers district to oversee the HN construction office design and execution of these projects.

(e) AFHO Project Funding.

- 1. HQ IMCOM-Europe will—
 - a. Authorize funding of design and construction based on the garrison prioritized project list of approved projects.
 - b. Determine annual funding available for minor maintenance and repair (MM&R) projects and keep funds at the HQ IMCOM-Europe level in the MM&R sustainment account.
 - c. Issue a Military Interdepartmental Purchase Request (MIPR) (DD Form 448) to the United States Army Corps of Engineers, Europe District; or a funding authorization document (FAD) to the garrison (if the United States Army Corps of Engineers, Europe District, is not the construction agent) for design and construction funding.
 - d. Notify the garrison when design or construction funding has been approved and authorize a *notice to proceed*.
 - e. Review requirements for additional funding on a case-by-case basis.
- 2. The construction agent will—
 - a. Identify funding requirements for design and construction of projects on an individual basis for HQ IMCOM-Europe.

b. Ensure that the total cost for executing design, design-management, technical-review, tendering, award, supervision, administration, and secondary services does not exceed HQ IMCOM-Europe authority.

c. Notify HQ IMCOM-Europe on receipt of a construction award. If the award is less than the obligated amount identified on the MIPR (1c above), the construction agent must return the excess funds to HQ IMCOM-Europe immediately for credit to the sustainment account.

d. Submit a request for additional funding requirements with a justification for the increase to HQ IMCOM-Europe for approval. When necessary, HQ IMCOM-Europe will obtain HQ IMCOM approval.

e. Coordinate with the local HN construction office or contracting agency to control costs and quantities and to minimize cost overruns and requirements for additional funds.

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

3. The garrison will—

a. 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).

b. Minimize recurring M&R costs. This will maximize AFHO funding remaining for major capital investments (projects).

c. Maintain and update the garrison's integrated, comprehensive, long-range capital-investment plan. The garrison will program projects in coordination with the IMCOM-Europe AFH 1-N project list and the AFH master plan and effectively execute the garrison plan in a timely manner.

(f) Definitions.

1. AFH-SDG. The following components comprise the AFH-SDG:

a. Volume 1 provides architectural, structural, mechanical, fire-protection, and electrical design criteria for planning renovations for standard stairwell AFH projects.

b. Volume 2 provides layout plans showing existing conditions and recommended and acceptable renovation solutions for different types of standard stairwell AFH.

c. Volume 3 provides a list of acceptable materials and finishes for cabinets, equipment, interior-design walls, ceilings, and floors when renovating AFH.

d. Volume 4 provides standard specifications for stairwell-type AFH renovation projects, including installation methods, material and equipment selection, and performance standards required by IMCOM-Europe.

NOTE: IDGs for each garrison will complement volumes 1 through 4. IDGs concentrate on the exterior look of an entire neighborhood.

2. 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 have the specified tamper-proof feature).

3. 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).

4. In-Scope Change. A change to provide a technically sound, complete, and usable facility or to administer the contract (for example, correction of design deficiency, different site condition, variation in estimated quantities, time extension).

5. Projects. AFH construction and renovations that exceed \$15,000 per dwelling unit, regardless of the funding source (AFHC, AFHO, or PIK).

6. Program Amount. The approved maximum cost of AFH projects in the Army in Europe based in local currency (for example, euro). This approval limit is calculated by taking the approved U.S. dollar program amount and multiplying it by the program exchange rate listed on the approved DD Form 1391. HQDA (DAIM-ISH) reserves the right to change these limits by memorandum (for example, for carry-over approvals, approvals to exceed program amount, changes in program exchange rates). These memorandums will be issued by HQDA (DAIM-IS) and clearly reference the original approved DD Form 1391 and applicable exchange rate for the increased authority; otherwise, the original approved DD Form 1391 exchange rate will continue to be used to calculate the approved maximum cost of AFH projects. For actual payments made, the difference between the approval exchange rate (normally the same as the OSD budget rate at contract award) and the actual exchange rate at the time will be funded from the currency fluctuation account.

7. User Changes.

a. Change Related to Maintainability. A change to ensure cost-effective maintenance of building systems and components.

b. Change Related to Operability. A change to ensure safe and economical operation of building systems and components.

c. Quality Enhancement. A change necessary to improve quality of life.

Paragraph 3-53j, Support for Exceptional Family Members. Add subparagraph (9) as follows:

(9) Garrison housing managers will maintain a consolidated list of quarters that have been modified for occupancy by EFMP members. The list must include at least the following information:

- (a) Garrison name.
- (b) Building and unit number.
- (c) Facility category code.
- (d) Number of bedrooms.

(e) The extent to which the unit was modified.

(f) The DEROS of the current resident.

Paragraph 3-54d(3), Contract Cleaning at Government Expense (Outside Continental United States Only). Add subparagraph (d) as follows:

(d) Government contract cleaning will be provided only to unaccompanied officers or senior NCOs who are single, with no dependents, or are serving an “all others” tour. This service will relieve these personnel of their housing cleaning responsibilities and allow them to remain in Government housing 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) must be used to pay for delivery orders.

Paragraph 3-59a(2), Garrison Commander. Add the following:

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

Paragraph 3-59b(4), Resident Permanent Party. Add the following:

Appendix DD provides additional guidance on pets in Government housing.

Paragraph 3-59b, Resident Permanent Party. Add subparagraph (14) as follows:

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

Paragraph 3-66a(1), Check-In Inspection. Add the following note:

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

Paragraph 3-66a(2), Pre-Termination Inspection. Add subparagraph (c) as follows:

(c) Garrison housing managers will establish procedures to ensure that residents terminating Government housing also clear their furnishings hand-receipts with the appropriate CFMO.

Paragraph 3-66, Housing Inspection Program. Add subparagraphs c and d as follows:

c. Health and Welfare Inspections.

(1) Residents of Government-controlled housing are responsible for maintaining their quarters in a sanitary, habitable condition. A housing representative and the member’s chain of command will conduct investigations of written reports or complaints of unsanitary conditions.

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

(3) 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 spouse in the sponsor's absence) should be given minimal notice of the inspection to prevent an attempt to clean the quarters before the inspection.

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

(5) If necessary, the garrison commander may involuntarily terminate a sponsor's assignment to Government-controlled housing and initiate action for early return of Family members.

d. Area, Building, and Stairwell Coordinator Program.

(1) Garrison commanders will implement an area, building, and stairwell coordinator program for Government-controlled housing. The building or stairwell coordinator is usually the senior military sponsor residing in the building or stairwell. This individual 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 will be responsible for an entire housing area.

(2) Responsibilities of building and stairwell coordinators may include but are not limited to the following:

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

(b) Welcoming and orienting new residents.

(c) Distributing command information (for example, security measures, fire prevention).

(d) Helping solve problems (for example, complaints of loud televisions or stereos, disagreements between residents).

(e) Other responsibilities as determined by the garrison commander.

(3) Area coordinator responsibilities may include the following:

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

(b) Providing methods for issuing command information.

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

(d) Other responsibilities as determined by the garrison commander.

(4) An explanation of the area, building, and stairwell coordinator program should be included in the resident's handbook.

Paragraph 3-68c, Installation Management Command. Add subparagraph (2.1) as follows:

(2.1) IMCOM-Europe. The Director, IMCOM-Europe, will be responsible for the functions in (2) above in the European theater.

Paragraph 3-68c, Garrison. Add subparagraph (3.1) as follows:

(3.1) In addition to the responsibilities in (3) above, garrison commanders in the European theater will—

(a) Establish hand-receipts and maintain accountability for each item of authorized Government furnishings issued to customers.

(b) Ensure furnishings are used according to authorization needs and the policy and procedures in the basic regulation, this supplement, and applicable directives.

(c) Ensure personnel have met their obligation about the possession, care, preservation, damage, or loss of Government furnishings before they depart the housing unit.

(d) Establish controls to ensure furnishings accounts are properly cleared before personnel depart on PCS or TDY in conjunction with PCS.

(e) Ensure that customers are charged by pay adjustment authorization (DD Form 139) for losses or damages caused by circumstances other than fair wear and tear.

(f) Ensure drayage appointments are scheduled with the contractor responsible for the delivery and pickup of furnishings.

(g) Ensure the HOMES database is kept up to date (customer's hand-receipts).

(h) Establish program levels for authorized furnishings items.

(i) Ensure furniture M&R is provided on a sound economic basis. The annual furniture M&R requirement must be determined each July for the following FY. The requirement will be based on data provided in the 235 Stock Status Report.

Paragraph 3-68c, Furnishings Management Responsibilities. Add subparagraph (5) as follows:

(5) Chiefs of Local Furnishings Management Operations. Chiefs of local furnishings management operations will—

(a) Establish and maintain central property books for AFH and UPH in their areas of responsibility.

(b) Develop M&R requirements each year and manage the repair program to ensure an adequate stock of serviceable items is on hand.

(c) Ensure that procedures for warehousing authorized furnishings provide for the segregation of Family and UPH furnishings inventories. This includes the storage of serviceable like items in one storage area where possible, and separate storage areas for serviceable, economically repairable, and unserviceable items.

- (d) Manage the Family and UPH furnishings inventory for their areas of responsibility.
- (e) Transfer furniture to ensure equal distribution of assets in their areas of responsibility.
- (f) Report excess furniture to HQ IMCOM-Europe.
- (g) Conduct staff visits and inspect furnishings-management operations at garrison housing offices.
- (h) Report waiting-list items and other immediate requirements to the housing office when items are temporarily out of stock.
- (i) Centrally manage the UPH (barracks) initial and replacement furniture program.
- (j) Identify and manage shortages of furniture items and coordinate transportation requirements.
- (k) Establish guidelines and procedures for the appliance maintenance, repair, and drayage contract.
- (l) Maintain current, accurate records of inventory use as a basis for developing experience factors.
- (m) Conduct an annual physical inventory of furnishings and reconcile property on hand-receipts.
- (n) Develop annual budget requirements for the Family and UPH furnishings program.

Paragraph 3-68f(1), Budgeting and Funding. Add subparagraph (c) as follows:

(c) Appliance and furniture requirements for renovation projects, new construction, build-to-lease (BTL) dwelling units, and special programs that are not included in annual budget requests must be identified separately and submitted to HQ IMCOM-Europe by 1 June each year.

Paragraph 3-69a, Provision of Furnishings. Add subparagraphs (3) through (9) as follows:

(3) Garrison housing operations are responsible for the local drayage contract (including, transportation and storage of Government furnishings) and will—

- (a) Schedule drayage appointments for customers and task the contractor to issue or pick up furniture. Delivery of essential furniture items and appliances must be scheduled within 3 workdays after the request.
- (b) Certify the contractor has completed the tasking and issue the funding document for payment.
- (c) Maintain a ledger to ensure funds are available and report expenditures every month to HQ IMCOM-Europe.

(4) Furniture and appliances that were removed at the customer's request must not be reissued unless the items are part of a loaner furniture set.

(5) If a scheduled drayage appointment cannot be met, the customer will be notified immediately and another appointment scheduled.

(6) If a customer is not available for a scheduled appointment, the customer's name will be placed at the bottom of the delivery list. If a customer does not want to wait until the first available appointment, the customer may provide transportation at his or her own expense with no authorization for Government reimbursement.

(7) Government furnishings and personal HHG may be transferred by one carrier subject to the following:

(a) The move is for the convenience of the Government.

(b) The gaining installation and the losing installation are both within the IMCOM-Europe region.

(c) The responsible furnishings managers approve the transfer.

(8) Occupants performing moves for personal convenience are responsible for the transportation costs of and any damages to the furniture incurred during the move. The cost for pickup, reissue, and installation of household appliances is also the responsibility of the customer.

(9) Occupants are not authorized to store Government furnishings in their personal storage areas.

Paragraph 3-69c(4), Furnishings Policy. Add the following:

If the refrigerator provided by the landlord does not meet the minimum size standard in CTA 50-909, an additional refrigerator will be provided to eligible personnel if space permits.

Paragraph 3-69d(4), Eligibility for Family Housing Furnishings. Add subparagraphs (a) through (c) as follows:

(a) The loaner period begins on the date the furnishings are issued. Garrison housing operations are responsible for maintaining a HOMES-based tracking system for customers issued loaner furniture sets. Figure 3-18 lists the standard loaner furniture set for the Army in Europe by item and authorization levels. (Other items may be issued based on availability.)

(b) All requests for exception to policy for furnishings (furniture and appliances) must be sent to IMCOM-Europe (IMEU-PWD-H) for approval or disapproval. This includes requests to receive furniture items beyond the authorization level in figure 3-18 and requests to exchange appliances.

(c) Individuals who provide exclusive or essential services to IMCOM-Europe garrisons but who are not otherwise entitled to Government-furnishings support may submit a request in writing for exception to policy to receive furnishings support. The request must be sent through the garrison housing office to HQ IMCOM-Europe for consideration.

Item	Amount Authorized
Bed, double (complete)	1 per master bedroom (or 2 single beds)
Bed, single (complete)	1 per each additional Family member
Bookcase	1 per household (if available)
Buffet (with hutch, if available)	1 per household
Chair, dining	2 per household, plus 1 per additional Family member
Chair, easy	2 per household
Chest of drawers or dresser	1 per bedroom
Davenport	1 per household
*Kitchen cabinet	1 per household
Lamp, table	1 per bedroom, plus 2 additional
Mirror	1 per chest of drawers or dresser
Table, coffee	1 per household
Table, dining	1 per household
Table, end	2 per household
Table, night	2 per master bedroom, plus 1 per bedroom occupied by a Family member
*Wardrobe	1 per household, plus 1 per Family member (if not built-in)

*Permanent-issue items authorized for the duration of occupancy of the unit. Personnel authorized furnishings support are eligible to also keep appliances for the duration of their tour.

Figure 3-18. Standard Loaner Furniture Set

Paragraph 3-69d, Eligibility for Family Housing Furnishings. Add subparagraphs (7) and (8) as follows:

(7) DOD employees who are entitled to living quarters allowance (LQA) may receive furnishings and appliances as outlined in paragraph 3-69g(5).

(8) Incumbents of Red Cross mobile staff positions identified as K&E in paragraph 3-14i(3)(c) may receive furnishings support as outlined in paragraph 3-69g(5).

Paragraph 3-69e, Customer Service. Add subparagraphs (3) and (4) as follows:

(3) Personnel eligible for furnishings support are required to provide copies of the following documents, if applicable:

- (a) ID card.
- (b) PCS orders.
- (c) SF 1190.
- (d) SF 1203.
- (e) DD Form 1797.
- (f) The PRH lease.

(4) Eligible Servicemembers and civilian employees will receive furnishings support from the installation responsible for housing support, regardless of whether they live on or off post.

Paragraph 3-69g, Furniture for Other Than Full Joint Federal Travel Regulations Overseas Areas. Add subparagraphs (5) and (6) as follows:

(5) Europe is a full JFTR area for DOD civilian personnel unless specifically stated otherwise in their PCS orders. Loaner furniture will be provided for up to 90 days for inbound personnel and 60 days for outbound personnel. Wardrobes and kitchen cabinets (when not provided by the landlord), range, refrigerator, dishwasher, washer, and dryer will be provided on a permanent-issue basis (for the duration of the employee's tour).

(6) Servicemembers assigned to remote sites in Europe will receive furnishings support from the garrison responsible for providing logistic support to that area.

Paragraph 3-69h, Furniture for Elective JFTR (USAREUR Only). Add subparagraph (5) as follows:

(5) Personnel who make an outside the continental United States (OCONUS) transfer from an elective JFTR area to a full JFTR area may be provided Government furnishings support.

Paragraph 3-69k(6), Microwaves and Freezers. Add the following:

The sponsor may elect to be provided a second refrigerator in place of a freezer. On relinquishing command, these additional items must be returned to the furnishings inventory. The officer will incur no cost for the delivery or pick up of these appliances.

Paragraph 3-69k, Provision of Household Equipment. Add subparagraphs (7) and (8) as follows:

(7) Increased Allowance for Command Sergeants Major. CSMs will be authorized a microwave oven and either a freezer or a second refrigerator for their assigned Family housing (Government-owned, Government-controlled, or PRH). The authorization for these additional appliances is only for personnel who are assigned to CSM duty positions. If the individual is reassigned to another, non-CSM duty position, the additional appliances must be returned to the furnishings inventory. The Servicemember will incur no cost for the delivery or pick up of these appliances.

(8) Exchange of Appliances. Customers who receive approval to exchange fully functional appliances for personal reasons will be required to pay the contractor's fee for transportation and installation. Customers will submit a request in writing to the garrison housing office and make arrangements for payment before the delivery and installation of a new appliance. The current rates are listed below (subject to change):

- (a) Electric range: \$75.
- (b) Gas range: \$100.
- (c) Refrigerator: \$65.
- (d) Washing machine and dryer: \$75 each.

Paragraph 3-69I, Draw Curtains. Add subparagraphs (6) and (7) as follows:

(6) AFH P1920 funds may not be used to purchase or replace curtains in Government-controlled housing. Installations that issue curtains to residents may continue to do so until the existing stock is no longer serviceable. Curtains may be cleaned during change of occupancy. AFH P1920 funds must be used for this service.

(7) AFH P1942 funds may not be used to purchase or replace curtains in Government-leased housing. Installations that issue curtains to residents of leased Family housing may continue to do so until the existing stock is no longer serviceable. Curtains may be cleaned during change of occupancy. AFH P1942 funds must be used for this service.

Paragraph 3-72a, Unaccompanied Personnel Housing Furnishings Policy. Add subparagraphs (6) through (9) as follows:

(6) UPH furnishings will be provided as authorized by CTA 50-909. If sufficient UPH furnishings are not available, similar items from the AFH inventory may be transferred to the UPH property book to fill the requirements.

(7) When furnishings are issued to two or more unaccompanied personnel who share a PRH dwelling unit—

(a) Each occupant will be issued and responsible for his or her own bedroom furniture.

(b) The senior occupant will be responsible for all furnishings (furniture and appliances) placed in common areas (kitchen, laundry room, living room).

(8) AFH furnishings must be issued to eligible single personnel with children serving on an accompanied tour.

(9) Servicemembers married to Servicemembers who reside in separate quarters will be issued furnishings from the UPH inventory.

Paragraph 3-84, Leasing Policy. Add subparagraphs e through h as follows:

e. Leased housing must 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.

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

g. 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.

h. If the landlord employs a caretaker for a leased housing building, the caretaker's duties and responsibilities must be clearly defined in the lease agreement. If the caretaker performs minor maintenance tasks, the landlord will tell the residents how to request maintenance.

Paragraph 3-85, Responsibilities for Leasing. Add subparagraphs f through i as follows:

f. HQ IMCOM-Europe will distribute lease allocations and funds for acquiring AFH leases to garrisons based on the approved Family housing action plan (FHAP). New lease contracts and renewals of existing leases must also be approved by IMCOM-Europe (IMEU-PWD-H).

g. Garrison housing managers will—

(1) Plan and execute FHAPs to meet IMCOM-Europe housing objectives.

(2) Review FHAPs and AFH leasing plans to ensure they are accurate and adequate.

(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 provided by HQ IMCOM-Europe to their subordinate indirect-reporting garrisons. 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.

(8) After receiving notice from the REFO (i(8) below), obtain HQ IMCOM-Europe approval for retaining or renewing leases by 1 July each year for leases that extend from month to month or 3 months before the expiration of a firm term lease.

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

(1) A leasing program to acquire additional leases is initiated only when the Family housing requirement cannot be met with Government-owned housing or PRH, and leasing is the most cost effective of remaining alternatives.

(2) Acquired dwelling units meet the suitability criteria in chapter 3, section IV.

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

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

NOTE: The authority to approve AFH leases (including renewals) with an annual rental cost of not more than \$500,000, excluding utilities, has been delegated to IMCOM-Europe. In accordance with 10 USC 2828, requests submitted must include a copy of the economic analysis.

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

(6) Lease acquisitions, including renewals, comply with the requirements of AR 200-1 and AE Regulation 200-1.

(7) The condition of the property to be leased is inspected and evaluated to minimize the need for improvements. A statement accepting the property must be sent to the REFO using the format in figure 3-19.

I have inspected the designated housing unit(s) located at (*street address*) in (*city*) according to instructions in the AE Supplement 1 to AR 420-1. 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 of authorized representative*)

Date: _____

Figure 3-19. Property Acceptance Statement

i. The REFO will—

(1) Contract leased Family housing and Family-housing-related facilities. As an exception, the GRHP KO (para 3-86j) may contract for GRHP. Other than the GRHP KO, 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.

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

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

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

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

(6) Obtain a statement from the installation regarding asbestos (AR 200-1, para 8-3) before leasing or renewing the lease of a facility.

(7) Send a copy of the leased AFH status report to the servicing garrison housing division each month to monitor the status of leased acquisitions.

(8) To facilitate HQ IMCOM-Europe approval of lease renewals or retentions desired by the garrison—

(a) Before 1 April of each year, give the garrison a list of all leases that extend from month-to-month or year-to-year and request that the garrison obtain HQ IMCOM-Europe housing approval to extend leases they wish to keep in the inventory.

(b) At least 6 months before the expiration of a firm term, notify the garrison that the lease is expiring and request that the garrison obtain IMCOM-Europe housing approval to extend the lease if it is to be kept.

(c) Notify the Real Estate Branch, Public Works Division, IMCOM-Europe, if approvals to extend the lease from the Housing Branch, Public Works Division, IMCOM-Europe, are not available at the REFO on 1 July each year for month-to-month or year-to-year leases, or 3 months before the expiration of the firm term.

1. The Real Estate Branch must ask the Housing Branch to verify whether the lease should be renewed.

2. Leases will go into automatic renewal status until either AE Form 405-8A-R is submitted for termination of the lease or the approval is provided to extend the lease for a new firm term period.

NOTE: For leases that do not extend automatically from month to month, as in Italy, the Real Estate Branch will authorize the REFO to renew the contract on a month-to-month basis until a decision is made.

(9) Modify the contracted terms for Government-leased housing when necessary. Individuals other than the appointed KO may not make a commitment that would obligate the Government to assume liability or costs not included in the existing contract.

Paragraph 3-86a(4), General Criteria for Leasing. Add the following:

Housing and residential properties that provide excessively lavish amenities (for example, hot tub, stable, sauna, swimming pool, tennis court) for the sole use of the residents must not be leased.

Paragraph 3-86a, General Criteria for Leasing. Add subparagraphs (8) through (10) as follows:

(8) Requests for waivers must be sent to IMCOM-Europe (IMEU-PWD-H), Unit 29353, Box 200, APO AE 09014-0200.

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

(10) USEUCOM security and force-protection guidelines limit the number of dwelling units in a single building.

Paragraph 3-86c, Foreign Leasing. Add subparagraph (13) as follows:

(13) The GRHP was developed as a short-term solution to providing affordable housing for Servicemembers. Communities may use the GRHP authority only where available AFH is inadequate to meet requirements. Dwelling units acquired under the GRHP must be for the duration of a Servicemember's accompanied tour (36 months), but at least 24 months. Servicemembers who reside in adequate PRH will not be considered for the GRHP if they have 23 or fewer months remaining on their tour.

(a) GRHP unit maintenance must 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 KO 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—

1. GRHP units are included in the real property inventory and the IFS. Housing officers will complete AE Form 420-1B to record the condition of the unit when the tenant moves in or out of a unit.

2. Maintenance costs are properly charged to the GRHP.

Paragraph 3-86e(1), Statutory. Add the following:

Before execution or renewal of a lease, housing managers will determine if the proposed lease is a high-cost lease (HCL). This will be done by comparing the projected annual operating cost to the calculated statutory limit that will be published each year by IMCOM-Europe.

Paragraph 3-86e(1)(f), Administrative. Add subparagraph 4 as follows:

4. IMCOM-Europe (IMEU-PWD-H) will provide a list of HCLs each year for each European country in which leases are likely to be located. Garrison housing managers will determine whether a specific lease will exceed these limits by comparing the projected annual operating cost to the provided HCL limit for the country in which the lease is located.

Paragraph 3-86e, Limitations on Leasing. Add subparagraphs (4) through (6) as follows:

(4) Estimated Operating Costs for HCL Units. By 1 September each year, garrison commanders must provide information on the estimated operating costs for HCL units for the following FY. This information will be reported on DD Form 2643. Reports must be sent to IMCOM-Europe (IMEU-PWD-H). The information must 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), HQ IMCOM-Europe may remove the HCL designation.

(5) Flag Officer HCL Units. HCL units designated for or occupied by flag officers must meet the criteria and reporting requirements in chapter 3, section XIII. Garrisons are not required to submit cost reports or annual management reports for installation command quarters for officers (colonels and above).

(6) Annual Plan. Garrison housing managers will develop an annual plan to ensure that cost limits are not exceeded.

(a) Paragraph 3-22 describes operating costs for each year.

(b) Garrison housing managers will maintain cost records for individual leased AFH units. Records must include charges for rent, utilities, M&R improvements, services, management, and furnishings. These records must be in a format that facilitates auditing, reporting, and developing performance data.

(c) New leases and lease renewals with yearly operating costs estimated to exceed the statutory cost limitation per dwelling unit will not be executed before HQ IMCOM-Europe approves an HCL. Early identification of potential new HCLs is essential because of the additional time required to obtain approval. Requests for an HCL must be sent to IMCOM-Europe (IMEU-PWD-H), Unit 29353, Box 200, APO AE 09014-0200, using the information in figure 3-20. DD Form 2643 must be provided as an enclosure to the request.

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

Paragraph 3-86f(3), Foreign. Add the following:

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

(a) The garrison housing manager will—

1. Indicate in the request that sufficient funds have been programmed to cover the resulting contracts.

2. Send the request to the REFO to initiate the solicitation process 36 months before the required date of occupancy. Funds must be committed specifically to advertising offers.

(b) The REFO will—

1. Help estimate costs when necessary.

2. Process advertising to maximize competition. Offers must be evaluated by a review team of REFO and garrison representatives who are authorized to make decisions on the desirability of offers. In Germany, the *Bundesanstalt für Immobilienaufgaben (BImA)* (Federal Agency for Real Property Matters) may be involved in the process. In countries other than Germany, the REFO will coordinate with appropriate Government agencies if required.

(c) The review team will—

1. Determine which offers must be negotiated and which specific points must be addressed.

2. Rank the remaining offers after the REFO negotiates. The team will consider the desirability of the offers and the REFO and Governmental agency recommendations regarding the reliability of the contractor and the price.

Date:

Garrison address:

Housing manager's POC:

Name: _____
Position: _____
Telephone no. _____

General Information

1. Units required according to number of bedrooms (BRs):

0 BR ___ 1 BR ___ 2 BR ___ 3 BR ___ 4 BR ___ 5 BR ___ Total units: ___

2. Location reference points (installations where Servicemembers will commute to and from):

3. Lease term: Minimum years _____ Maximum years _____ Preferred years _____

4. If any part 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.

6. Security: Address number of units per building and any other security concerns (for example, fences, access control, lighting).

7. Special requirements and desirable amenities (for example, parking spots, garages, visitor parking).

(Garrison housing manager's signature)

Figure 3-20. Initial or Renewal Request for Leased Housing

Paragraph 3-86g(1), Leasing Process. Add the following:

Acquisition or renewal of leased units must have the approval of the garrison commander and HQ IMCOM-Europe. In Germany, accommodation-program requests for AFH (fig 3-21) are prepared at HQ IMCOM-Europe based on the FHAP. Outside Germany, the FHAP establishes the number of units to be leased.

(a) Garrisons planning to renew or replace existing AFH leases must submit a request using the format in figure 3-20.

Date:

1. Responsible agency: Real Estate Branch, Public Works Division, IMCOM-Europe
 2. Using agency: Garrison
 3. Date required: (Enter date facility must be ready for occupancy.)
 4. IMCOM-Europe identification number: (Leave blank.)
 5. Location: (Specify the areas to which a Servicemember will commute and maximum commuting distance in kilometers.)
 6. Purpose of requirement: (Be specific (for example, restationing of Company X, 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 a matrix that shows a deficit of the number of spaces needed and the number of Servicemembers to be housed.)
-

Figure 3-21. Accommodation Program Request

(b) Garrisons planning BTL AFH must submit a request using the format in figure 3-22.

Date:

Garrison address:

POC: (name, position, and telephone number)

1. Desired occupancy dates: Not before _____ Not after _____
 2. Acceptable location:
Not more than _____ kilometers 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 *NA*).
 - a. Single house _____
 - b. Duplex _____
 - c. Rowhouse _____
 - d. Highrise _____ (five stories or higher; specify maximum)
 6. Mailboxes (one per unit).
 7. Security: Address number of units per building and any other security concerns (for example, fences, access control, lighting).
 8. Special requirements and desirable amenities (for example, parking spots, garages, visitor parking).
-

Figure 3-22. Format for BTL Housing Request

(c) Leases for AFH should be for the shortest period obtainable that meets the needs of the garrison. Leases may not be for more than 10 years.

(d) 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.

(e) When existing housing assets must be leased because of preference or urgency, the garrison must attempt to locate suitable units and request the REFO to acquire the units. In addition to the information in figure 3-20, the request must identify desired property modifications to be negotiated and certify that funds are available for the lease in a specified amount.

Paragraph 3-86g, Leasing Process. Add subparagraph (6) as follows:

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

- (a) Require the landlord to perform services that are impractical or that violate local building codes.
- (b) Have restrictions against children (not applicable to UPH).
- (c) Have discriminatory clauses.
- (d) Prevent normal and reasonable enjoyment of the premises.
- (e) Permit unreasonable or unannounced entry or inspection by the landlord. Reasonable periodic inspections may be permitted when a housing representative accompanies the landlord.

Paragraph 3-86, Family Housing Leasing. Add subparagraphs i and j as follows:

i. Lease Submission Requests. USAREUR Regulation 405-8 prescribes lease submission requests for Germany. The procedures for Belgium and the Netherlands are in USAREUR Regulation 405-4, and for Italy in USAREUR Regulation 405-9. Garrisons must identify the units to be leased using either the format for existing housing in figure 3-20 or the format for BTL in figure 3-22.

j. GRHP. This paragraph prescribes policy, defines responsibilities, and provides procedures for administering the GRHP. Under the GRHP, the U.S. Armed Forces lease PRH units directly from the landlord on behalf of individual Servicemembers and their Families for the duration of the accompanied tour, but for no fewer than 23 months. The GRHP is not authorized for unaccompanied military personnel or civilians. The GRHP must be used only as a short-term solution to provide adequate housing for Servicemembers and their Families when Government-controlled or adequate PRH is not available.

(1) Policy.

(a) The GRHP lease published by the Chief, Housing Branch, Public Works Division, IMCOM-Europe, must be used throughout Europe. Modifications to that lease may be necessary outside of Germany to comply with local laws. Modifications recommended by the local SJA require approval of HQ IMCOM-Europe before implementation.

(b) The local garrison housing manager will determine Family bedroom requirements based on the criteria used for other GCQ in that garrison.

(c) The KO will provide the authority to use real estate agencies on a case-by-case basis when suitable permanent housing will not be available within 30 days after the Servicemember arrives in the command. The GRHP specialist will contact the real estate agent to get addresses of available listings after receiving authority from the KO.

(2) Responsibilities.

- (a) The Chief, Housing Branch, Public Works Division, IMCOM-Europe, will—
 1. Maintain overall responsibility for GRHP policy and procedures.
 2. Establish basic GRHP-management policy and procedures.

3. Appoint GRHP KOs and establish limits in the contracting warrant. GRHP KOs may be the DPW or Government-employed U.S. civilians in grades GS-12, YA-2, or equivalent and above who are deputy DPWs or housing managers.

4. Plan, program, and manage the GRHP budget.

5. Distribute lease allocations and funding for GRHP implementation to garrisons.

6. Ensure that the cumulative cost of GRHP units does not exceed the cumulative OHA entitlements of GRHP residents.

(b) The Chief, Real Estate Branch, Public Works Division, IMCOM-Europe, will—

1. Review qualifications, establish the level of authority, and process GRHP KO appointments in coordination with the Chief, Housing Branch.

2. Review and evaluate GRHP KO performance and recommend appropriate corrective action.

3. Process claims that exceed the KO's authority.

4. Provide technical real-estate guidance and assistance.

(c) The Chief, Business Operation and Integration (BOI) Division, IMCOM-Europe, will—

1. Issue guidance to finance and accounting networks concerning the GRHP.

2. Establish procedures for processing and disbursing GRHP payments.

3. Establish procedures for providing lessors with collection or termination-payment documentation.

(d) Garrison commanders will—

1. Manage the GRHP for the entire garrison.

2. Ensure internal controls are in place to prevent fraud, waste, and abuse.

(e) Garrison DPWs and housing managers will—

1. Establish and monitor local procedures for acquiring and managing GRHP units and for ensuring prompt payment of rent, utilities, and other expenses. AE Form 210-50D will be used to record the condition of the unit when the tenant moves in or out of the unit.

2. Conduct energy, asbestos, and radon studies of proposed GRHP acquisitions and acquired units.

3. Establish and implement procedures for maintaining and repairing GRHP units (including emergency procedures). This will ensure the landlord's responsibilities have been properly considered and the correct M&R charges are allocated to the GRHP.

4. Establish and implement procedures to track cost data for each GRHP lease, including rent and utility payments, M&R costs, and claims.

5. Document agreements and modifications to agreements to ensure compliance by and to avoid disputes between contracting parties.

(f) Garrison FAOs will—

1. Establish internal procedures to ensure payments are correct and promptly made.

2. Provide the KO and the housing division timely and accurate documentation of disbursements against GRHP contracts.

(g) GRHP KOs will—

1. Comply with the authority and limits of their appointment.

2. Ensure rental rates and lease terms are fair and reasonable according to local market conditions.

3. Ensure payment of rent and utilities is promptly made.

4. Ensure that the GRHP lease contract file is complete with all necessary documentation and that contract execution is in the best interest of the U.S. Government.

5. Assume responsibility for administering the lease, including preparing amendments, changing the rent, and other terms and conditions.

6. Judge and settle claims in the limits delegated by the contracting warrant.

7. Participate in refresher KO training each year.

Paragraph 3-97c, Responsibilities for General/Flag Officer's Quarters. Add subparagraph (13) as follows:

(13) Review and approve GFOQ plans with expenditures from \$25,000 to \$35,000 annual O&M costs (excluding lease and utility costs, but including security expenses) per unit each FY. M&R costs included in the total O&M costs may not exceed \$25,000 without ACSIM approval.

Paragraph 3-97d, Responsibilities for General/Flag Officer's Quarters. Add subparagraph (22) as follows:

(22) Ensure that GFOQ plans with expenditures exceeding \$25,000 O&M costs (excluding lease and utility costs, but including security expenses) per unit each FY are forwarded to HQ IMCOM-Europe for higher level approval.

Paragraph 3-107, Determination of Housing Requirements. Add subparagraph d as follows:

d. The FHAP is the IMCOM-Europe version of the Army housing justification process. The FHAP is the source document for annual programming and funding. HQ IMCOM-Europe is responsible for completing the FHAP. HQ IMCOM-Europe must provide population data to garrison housing managers once a year. Garrison housing managers will validate the accuracy of the data in their community. Specific instructions are as follows:

(1) The Human Resources Division, IMCOM-Europe, will provide the U.S. Army population numbers. Personnel counts are provided at a unit identification code (UIC)-level of detail. Housing managers who disagree with the personnel census of their community must provide the following information:

(a) Units not listed by IMCOM-Europe: unit name, UIC, current personnel count, and unit telephone number.

(b) Units listed by IMCOM-Europe: unit name and current personnel count.

NOTE: The garrison operations officer is one source of information on tenant units and assigned Servicemembers.

(2) Army stationing and installation plan (ASIP) data must be used as the source document to determine Army authorizations. If a housing manager disagrees with the ASIP figures or projections, the manager will provide detailed information addressing each discrepancy to IMCOM-Europe (IMEU-PWD-H).

Paragraph 3-131, Housing Information Requirements. Add subparagraph c as follows:

c. AE Form 420-1E. AE Form 420-1E must be prepared each quarter by each garrison housing division authorized to execute GRHP lease contracts. Garrisons will collect data submitted by subordinate garrisons and send the data by the 20th calendar day (or nearest workday) of each quarter to IMCOM-Europe (IMEU-PWD-H). Table 3-21 provides instructions for completing AE Form 420-1E.

<p>Table 3-21 Instructions for Preparing AE Form 420-1E</p>
<p>Item 1: Garrison Enter: The name of the garrison.</p>
<p>Item 2: Fiscal Year Enter: The applicable FY.</p>
<p>Item 3: Period Enter: Data under the appropriate quarter.</p>
<p>Item 4: Number of units Enter: The total number of GRHP units under contract at the end of the reporting period.</p>
<p>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.</p>
<p>Item 6: Total operating costs in \$ 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 whole dollar. The applicable Army management structure codes are as follows:</p> <p>194110 - GRHP Operations 194210 - GRHP Maintenance 194310 - GRHP Utilities 194410 - GRHP Rental Costs</p> <p>Costs for claims are included in GRHP maintenance costs.</p>
<p>Item 7: Total Soldier allowance in budget rate \$ Enter: Total estimate for the BAH and the 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 (https://www.secureapp2.hqda.pentagon.mil/perdiem). Total amounts entered should be to the nearest whole dollar. A HOMES query (Business Occupancy Program GRHP) will provide total occupied days for all grades 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).</p>
<p>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.</p>

Appendix A, References, Section I, Required Publications. Add the following:

AR 55-46, Travel Overseas

AE Regulation 27-9, Misconduct by Civilians

AE Regulation 37-4, Providing Temporary Lodging Allowance in USEUCOM

AE Regulation 200-1, Army in Europe Environmental Quality Program

AE Regulation 210-70, On-Post Commercial Solicitation

AE Regulation 600-8-11, Army in Europe Paired Communities

AE Regulation 600-700, Identification Cards and Individual Logistic Support

AE Regulation 612-1, Community Central In- and Outprocessing

AE Regulation 690-40, Civilian Support Administration

AE Regulation 690-74, Housing for Local National Employees of the U.S. Forces in Germany

AE Poster 420-1A, Privacy Act Statement (PAS)

USAREUR Regulation 405-4, Acquiring, Managing, and Disposing of Real Estate in Belgium, the Netherlands, Luxembourg, and the United Kingdom

USAREUR Regulation 405-8, Acquiring, Managing, and Disposing of Real Estate in Germany

USAREUR Regulation 405-9, Acquisition, Administration, and Disposal of Real Estate in Italy

USAREUR Regulation 405-15, Facilities Utilization Management

Appendix A, Section IV, Referenced Forms. Add the following:

SF 1190, Foreign Allowances Application, Grant and Report

SF 1203, US Government Bill of Lading Privately Owned Personal Property

DD Form 139, Pay Adjustment Authorization

DD Form 1797, Personal Property Counseling Checklist

DD Form 2556, Move-In Housing Allowance Claim Form

AE Form 405-8A-R, Disposal of Real Estate

AE Form 420-1A, GRHP Premises Condition and Inventory/*Zustandsbericht und Inventar*

AE Form 420-1B, Inventory and Condition Report

AE Form 420-1C, Detailed HRO Rental Listing

AE Form 420-1D, Premises Condition and Inventory Report/*Zustand der Räumlichkeiten und Inventar*

AE Form 420-1E, GRHP Fiscal Year Cost Report

APPENDIX U

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

U-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.

U-2. MINIMIZING NEGATIVE EFFECTS

The housing division must minimize the negative effects the move may have on the Families involved by observing the following:

- a. Notification of the move must be made in writing. Housing representatives 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 category and Family size and the sponsor's grade.
- c. If necessary to meet termination schedules, commanders will authorize priority assignment to quarters.
- d. Housing and transportation offices must coordinate and schedule each move at the convenience of the Family.
 - (1) Families will be moved directly from their Government-controlled or -leased unit to permanent quarters.
 - (2) Arrangements must be made for delivering Government furnishings and appliances before the Family moves to the new unit if possible.
- e. Families that are directed to move for the convenience of the Government are authorized to receive contract cleaning at Government expense. Residents will be responsible for conforming to the minimum cleaning standards in the basic regulation, table 3-13.

U-3. REIMBURSEMENTS

- a. Housing managers may authorize payment of temporary lodging allowance (TLA) if the move cannot be accomplished in 1 day and if the Family must occupy temporary (hotel) facilities (AE Reg 37-4).
- b. Families will be provided a partial dislocation allowance to offset telephone and cable-television connection and disconnection fees incurred during a Government-directed move. The Joint Federal Travel Regulations specifies the amount. No itemization of fees is required to receive this entitlement. The housing division must help Servicemembers arrange for telephone service to be turned on or off.

APPENDIX V

NONTEMPORARY STORAGE OF HOUSEHOLD GOODS INCIDENT TO OCCUPYING GOVERNMENT-CONTROLLED HOUSING

V-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 garrison transportation officer if space is available and under any of the following conditions:

a. Intratheater transfer or consecutive overseas tour move in which the sponsor is required to reside in Government-controlled housing smaller than what he or she resided in at the previous duty station.

b. Leased housing closure in which the sponsor is required to move into Government-controlled housing smaller than the previously occupied leased quarters.

c. The sponsor acquires additional furnishings through marriage or inheritance before making an intratheater move to another installation.

d. The sponsor becomes ineligible for Government-controlled housing because of separation, divorce, or Family members returning to the United States (early return of Family members at personal expense). If a sponsor loses eligibility for Government-controlled housing because the garrison commander directed the return of Family members due to misconduct, NTS may be authorized only by the garrison commander.

V-2. STORAGE FACILITY

The Consolidated Personal Property Shipping Office (CPPSO), IMCOM-Europe, manages the storage of household goods that exceed the capacity of assigned Government quarters. Operations and Maintenance, Army (OMA), funds in the garrison operations "D" account will be used to fund the drayage and storage of excess household goods when authorized by the CPPSO.

APPENDIX W

HOUSING DOMESTIC EMPLOYEES IN GOVERNMENT-CONTROLLED HOUSING

W-1. PURPOSE

This appendix provides guidance and procedures for housing domestic employees in Government-controlled housing in the European theater.

a. Garrison commanders will—

(1) Ensure the sponsor has followed the employment requirements of the host nation (HN) and IMCOM-Europe.

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

(3) Keep a copy of approved requests to allow domestic employees to reside in Government-controlled housing with the sponsor and the sponsor's Family.

(4) Issue an installation pass to domestic employees approved to reside in Government-controlled housing.

(5) If the employee requires a work permit, notify the sponsor 30 days before the employee's work permit expires.

(6) Revoke authorization for domestic employees to reside in Government-controlled housing 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. Sponsors will—

(1) Comply with Army in Europe policy and HN employment requirements when hiring a domestic employee.

(2) Request approval from the garrison commander to allow a domestic employee to reside in Government-controlled housing with the sponsor and the sponsor's Family. Sponsors will send requests through the housing division to the garrison commander.

(3) Give the garrison security office a copy of the employment contract. The contract must include the following: *The authority of the employee to occupy Government-controlled housing 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.*

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

(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 Government-controlled housing. Sponsors may not use attics, basements, storage areas, or any area other than the assigned living area in the building as living quarters.

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

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

W-2. HOUSING ENTITLEMENTS

Sponsors are not authorized—

- a. Additional bedrooms for domestic employees.
- b. Government furnishings for domestic employees.
- c. Housing entitlements because of the employment of domestic help.

W-3. END OF ENTITLEMENTS

a. Domestic employees must leave Government-controlled housing when the sponsor clears quarters or the employment ends by termination or resignation.

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

APPENDIX X DEPLOYMENT

X-1. INTRODUCTION

This appendix—

- a. Prescribes policy and procedures for the occupancy of Government and private housing during a Servicemember's deployment.
- b. Provides guidance for sponsors and their Family members during the deployment.

X-2. SERVICEMEMBERS RESIDING IN GOVERNMENT-CONTROLLED HOUSING

- a. Deployed Servicemembers are authorized and encouraged to keep their Government-controlled housing for the duration of the deployment.
- b. Family members may remain in Government-controlled housing until the sponsor returns from the deployment. Spouses who remain in their assigned Government-controlled housing assume responsibility for the housing.
- c. Families residing in Government-controlled housing will not be involuntarily moved from current Family housing on deployment of the sponsor, even if Family housing is scheduled for return to the host-nation Government. Families of deployed Servicemembers may be involuntarily moved only with the explicit approval of the garrison commander and according to this supplement. Families residing in housing units programmed for return to the host nation may elect to be voluntarily relocated at Government expense.
- d. If a Servicemember terminates Government-controlled housing for personal convenience, the Servicemember may reapply for Family housing when he or she returns from deployment if the Servicemember has at least 6 months remaining in the command. The eligibility date would be the date of the application. Temporary lodging allowance (TLA) is not authorized while waiting for Family housing to become available. If Family members return before the Servicemember signs for Government-controlled housing, all expenses incurred while waiting for housing will be the responsibility of the Servicemember.
- e. Servicemembers who elect early return of dependents to the continental United States (CONUS) at Government expense are eligible to reapply for housing on return from deployment if they have at least 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 Government-controlled housing while the Servicemember is deployed if the relocation is temporary and the Family plans to return to Family housing. No time limit is associated with absence from quarters. Family members are required to identify a POC who will be in charge of their Family housing and will be expected to maintain the housing according to standard occupancy requirements and responsibilities. The 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 Family housing and the spouse cannot be contacted, coordination will be made with the rear detachment commander to contact the deployed Servicemember before terminating the housing proceeds.

g. Single parents and married Army 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 Servicemember to maintain the Family housing and handle emergencies. The housing division and rear detachment commander must be notified in writing of the POC.

h. Servicemembers and Families who are in CONUS when the Servicemember is notified of deployment will be placed on a waiting list for Family housing when the Servicemember inprocesses. The personnel services detachment will initiate and validate a Family travel request in the USAREUR Community Automation System (UCAS), which provides a location of the spouse and eligible Family members. The housing division will identify the availability date of Government-controlled housing in the UCAS and send a request to the closest CONUS installation. That installation will notify the spouse and prepare 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. Servicemembers 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 housing. Spouses may sign for housing and furnishings. A power of attorney is not required.

X-3. SPONSORS RESIDING IN PRIVATE RENTAL HOUSING

a. Families and unaccompanied Servicemembers residing in private rental housing (PRH) have the option of keeping or terminating the lease. Personnel who elect to terminate PRH leases are required by law to fulfill the contract terms in the lease agreement regarding termination notice, cleaning, damages, and redecoration. Costs associated with termination of the lease agreement are the sponsor's responsibility, and these expenses 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, and for the care and upkeep of the rental unit.

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

X-4. SERVICEMEMBERS IN UNACCOMPANIED PERSONNEL HOUSING

a. Servicemembers may be required to vacate Government-controlled housing if the housing is needed to house follow-on forces. Personal property will be packed and stored at Government expense during deployment. Reimbursement of telephone and cable television reconnection fees will be at Government expense.

b. If not required to vacate quarters, Servicemembers who—

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

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

X-5. HOUSEHOLD GOODS

a. The packing and storage contractor expects to pack all household goods (HHG) for single and unaccompanied Servicemembers while the Servicemember is present. If the Servicemember is involved in other critical deployment duties or the unit departs on very short notice, the unit and Servicemember must plan to have someone oversee the packing process. When Servicemembers 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 that authorizes the person to make packing arrangements.

b. The Servicemember's maximum storage in-theater while deployed is the full Joint Federal Travel Regulations (JFTR) weight allowance minus the weight of HHG stored in CONUS. The full JFTR weight allowance is variable by grade and marital status and is greater than the restricted weight allowed for shipments in and out of theater. If a Servicemember's stored HHG exceed the shipping allowance for a permanent change-of-station (PCS) move and the Servicemember is required to make 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. The personal property of unaccompanied Servicemembers that was packed and stored at Government expense during deployment will be returned to the Servicemembers housing at Government expense.

X-6. TEMPORARY LODGING ALLOWANCE

a. Interim TLA is authorized for Servicemembers and their Family members in the following circumstances if quarters are not available when the Servicemember returns from deployment:

(1) The Servicemember maintained his or her position on a housing waiting list for Family housing and requested to be bypassed during the deployment.

(2) The Servicemember deployed on arrival in theater and was not on a waiting list for Family housing.

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

(1) The Servicemember's Family members terminate their assignment to Family housing and return to CONUS before or during the deployment at Government expense (early return of Family member orders).

(2) Married Army couples whose children returned to CONUS at Government expense (early return of Family member orders) during deployment.

c. Interim TLA is not authorized for—

(1) Servicemembers whose Family members terminated their assignment to Family housing and returned to CONUS at personal expense during the deployment.

(2) Married Army couples who terminated their assignment to Family housing before deployment.

d. If Government-controlled housing is not available after an unaccompanied Servicemember's redeployment, interim TLA is authorized for the Servicemember while he or she is seeking PRH.

APPENDIX Y EVICTION PROCEDURES

Y-1. PROCEDURES

The following applies to terminating housing assignments if the sponsor refuses to vacate Government-controlled housing after being directed to do so by the garrison commander:

a. The garrison commander will send a registered letter to the sponsor and give a copy of the letter to the sponsor's unit commander. The letter must—

(1) Give the effective date the quarter's assignment will terminate and the reason for the termination.

(2) Instruct the sponsor to remove personal property.

(3) Give a suspense date for removing personal property. This date must be at least 30 days after 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 garrison 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. The sponsor should be present for the termination inspection. Sponsors may appoint a representative, by power of attorney, to act on their behalf.

d. If the sponsor continues to refuse to vacate housing, the garrison commander will—

(1) Appoint an officer or a senior noncommissioned officer (sergeant first class or above) from the sponsor's unit 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.

Y-2. EVICTING FAMILY MEMBERS WITHOUT SPONSORS

If housing is occupied by Family members who no longer have a military sponsor (for example, death or divorce), the eviction notice must be sent to the adult responsible for the household (normally the remaining spouse). In these cases, the housing manager should seek advice from the servicing staff judge advocate office, especially if the remaining spouse is not a U.S. citizen and does not intend to return to the continental United States.

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

Z-1. APPLICABILITY

a. Garrisons that have excess housing (facilities that are not required for assignment to military Families) may request authorization to allow DOD civilian employees, either accompanied or unaccompanied, to reside in the housing. Only civilians who are authorized living quarters allowance (LQA) may be considered for occupancy in excess housing. When authorized, a copy of the assignment order must be sent to the servicing civilian personnel advisory center and the employing organization. Requests for approval to provide housing for assignment to civilian personnel must be submitted to IMCOM-Europe (IMEU-PWD-H).

b. Authorization to provide excess Government-controlled housing may be requested from HQ IMCOM-Europe for U.S. civilian employees assigned to nonappropriated fund (NAF) organizations. The following are examples of organizations and personnel to whom this policy may apply:

NOTE: 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 AE Regulation 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) United States Army Family and Morale, Welfare, and Recreation Command.

(e) Officer, noncommissioned officer, and enlisted clubs.

(f) Stars and Stripes newspaper.

(g) Vehicle Registry Office, Office of the Provost Marshal, HQ USAREUR/7A.

(3) Organizations supporting IMCOM-Europe activities with personnel if approval is obtained from IMCOM-Europe (IMEU-PWD-H). The directorate of public works (DPW) will provide the employing organization a copy of the order or authority assigning these civilians to Government-controlled housing. These organizations and personnel include—

(a) Banking and credit organizations.

(b) Contractor technical representatives.

(c) General education institutions (for example, Boston University, University of Maryland).

(d) Non-U.S. military personnel (including French liaison personnel) who are authorized Government housing under local agreements.

c. Subparagraphs a and b above do not apply to—

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

(2) Civilian Support personnel who, based on AE Regulation 690-40, occupy Army unaccompanied personnel housing and reimburse the U.S. Government by cash or payroll deductions.

(3) Residents of transient quarters who pay fees based on AR 420-1.

d. LN employees who occupy quarters based on AE Regulation 690-74 and Civilian Support personnel who occupy quarters based on AE Regulation 690-40 are subject to the provisions in those regulations. Garrison commanders will determine applicable operation and maintenance service charges for those personnel in facilities under the garrison commander's jurisdiction. In determining these charges, one-time requirements will not be included in the costs. Charges will be assessed by net living area for occupied rooms or for the portion of rooms in these facilities.

Z-2. AGREEMENTS AND REIMBURSEMENT

a. The agreement for DOD civilian employees assigned to excess Government-controlled housing will indicate that IMCOM-Europe 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, the costs to operate and maintain the housing, including utility costs, by type of dwelling unit for assigned civilians).

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

Z-3. MONTHLY HOUSING SERVICE CHARGES

a. The DPW will administer and execute DD Form 448 under funded-reimbursable procedures as prescribed in this appendix.

b. The DPW will prepare and submit DD Form 448 by the 25th of each month for acceptance by the respective agencies or organizations for the civilians assigned to Government-controlled housing. The DD Form 448 shows housing service charges for each month. The monthly service charges will be established once a year by the garrison based on the actual cost to operate and maintain the Government-controlled housing for assigned civilians. Each month, a prorated amount of the 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.

Z-4. COLLECTION PROCEDURES

a. The DPW will process DD Form 448 as accepted by the sponsoring agencies or organizations and send it to servicing finance and accounting offices (FAOs) as orders received and reimbursements earned. For service organizations (para Z-1b(3)), the DPW will initiate, accept, and process DD Form 448 and send it to the servicing FAO under the authority of the IMCOM-Europe agreement and directive or other local written arrangements. A copy of the DD Form 448 must be sent to the employing organization. DD Form 448 must be supported by a list of all civilians from that activity who are assigned to housing. The list will include the name, agency, type of quarters, and charges assessed based on housing-division records.

b. Payment of Government-controlled housing maintenance charges is the responsibility of the sponsoring organization. The servicing FAO will prepare and send a consolidated bill once a month to the sponsoring or employing organization (paras Z-1a and b). Appropriated-fund agencies (para Z-1a) will reimburse the Government on behalf of their civilians assigned to Government-controlled housing.

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

AA-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 more effective in the serviced area.

b. Garrison housing managers who wish to use another system should first consult the garrison command group to ensure the system does not promote discrimination in housing.

AA-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. When developing local operating procedures, the following must be included:

(1) Units must 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 grade.

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

- (a) The city, neighborhood, or town.
- (b) The size of the unit (number of bedrooms and square footage).
- (c) The rent plus estimated utility costs.
- (d) Other associated costs.
- (e) Amenities (for example, balcony, fireplace, garage).
- (f) The date available.

(3) Customers who wish to inspect a specific unit will contact a customer service representative (CSR). The CSR will arrange the necessary appointment. The unit may usually be reserved for the customer for 24 or 48 hours. The customer will make a decision on the unit and notify the CSR in the allotted time. Failure to notify the CSR 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.

AA-3. WAITING-LIST SYSTEM

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

b. In developing local operating procedures, housing managers will consider the following:

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

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

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

(4) When a unit is offered, the customer will have a specific period (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 as rejected by the customer.

(5) If a customer believes that a unit does not meet adequacy standards, a CSR 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 garrison 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 (for example, a unit outside the normal commuting area) but have previously been acceptable to U.S. Government personnel may be placed in a separate "open referral" category. These units must be available by 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 PRH approved by the garrison 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) PRH applicants will not be on more than one PRH waiting list in a garrison at a 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 temporary lodging allowance (TLA) may have difficulties on a waiting-list system, since waiting times may exceed TLA authorizations.

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

BB-1. SAMPLE RENTAL AGREEMENT

**Mietvertrag
Rental Agreement
zwischen / between**

Mieter / Tenant

Name / Vorname
Name / First Name

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 Nr. / Apt Nr. / Stadt
Street / House No. / Apt No. / City

_____	Wohnzimme r	_____	Esszimmer Dining room	_____	Schlafzimmer Bedrooms	_____	Küche Kitchen		
-	Living room	-	room	-		-			
_____	Bad	_____	WC	_____	Balkon	_____	Terrasse	_____	Garten
-	Bath	-	Toilet	-	Balcony	-	Terrace	-	Garden
_____	Keller	_____	Speicher	_____	Garage	_____	KFZ- Stellplätze	_____	Andere Räume
-	Basement	-	Attic	-	Garage	-	Parking spaces	-	Other rooms
	Wohnfläche	_____	Qm		Haustiere	_____	Ja	_____	Nein
	Living space	_____	m ²		erlaubt	-	Yes	-	No
					Pets allowed				

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
Basic rent _____

Nebenkosten
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 (Enter P or S)

<input type="checkbox"/>	Strom Electricity	<input type="checkbox"/>	Allgemeinstrom Common electricity
<input type="checkbox"/>	Heizung Heating	<input type="checkbox"/>	Fahrstuhl 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 Fernsehen Cable television		

P	<ul style="list-style-type: none">• <i>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.</i>• 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 give the tenant 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">• <i>Separater Vertrag. Der Mieter muß einen separaten Vertrag mit einer anderen Vertragspartei (z.B. Strom-, Wasserwerk, usw.) abschließen.</i>• Separate contract. The tenant must establish a separate contract with other contractual parties (for example, electric company, water company).

Kaution. Die Mietkaution von _____ € 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 € _____ 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 in 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 fair 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 Oct through 30 Apr). The living space should have a temperature of at least 20 degrees Celsius (69.8 Fahrenheit) during the day and 17 degrees Celsius (61 Fahrenheit) during the night. According to German law, the landlord is obligated to turn on the heat only 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, 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 50,00 € aber nicht mehr als 200,00 € im Jahr betragen.

Minor Repairs. The tenant bears the costs for minor repairs in the amount of €50.00 per occurrence—not to exceed €200.00 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 broom-swept 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 any 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.

Satelliten Fernsehen. *Der Mieter hat das Recht an der Außenseite der Mietsache eine fernseh-Satellitenschüssel anzubringen. Die Installation der Satellitenschüssel und der dazugehörigen Kabel wird durch einen Vertragsnehmer der U.S. Regierung oder durch den Mieter vorgenommen. Die installierende Person haftet für alle Schäden, die durch die Installation oder das Entfernen der Satellitenschüssel entstehen. Nach Beendigung des Mietverhältnisses wird die installierte Satellitenschüssel und die Kabel entfernt.*

Satellite Television. A satellite dish on the exterior of the property and related cabling may be installed by a contractor of the U.S. Government or the individual. The responsibility for any damage during installation or removal will be borne by the installer. On termination of the rental agreement, the installed satellite dish and cabling must be removed.

Verkauf. *Der Vermieter kann den Mietgegenstand, der an den Mieter vermietet ist, veräußern oder das Eigentum übertragen, vorausgesetzt er und der Erwerber garantieren dem Mieter die gleichen Vorteile, Rechte und oder Verpflichtungen die sich aus diesem Mietvertrag ergeben. Ein solcher Verkauf oder Übertrag wird durch eine Änderung zu diesem Vertrag dokumentiert. Mietzahlungen werden an den ursprünglichen Vermieter weiter bezahlt bis die unterzeichnete Zusatzvereinbarung, mit den entsprechenden Neuerungen des Vertrags des neuen Vermieters, beim Mieter eingegangen ist.*

Sale of Unit. The lessor may sell or transfer the premises covered by this lease contract entered into with the lessee provided the lessor and the assignee warrant the lessee all the same advantages, rights, and obligations as those resulting from this lease. Any such sale or transfer will be recorded by a supplemental agreement (amendment) to this lease. Rental payments will be paid to the old lessor until the fully executed supplemental agreement (amendment) showing the new lessor's reference, duly signed, has been returned to the lessee.

Hausordnung. *Beiliegende Hausordnung is Bestandteil dieses Mietvertrages.*

House Rules. The 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 von Amerika, deren Behörden oder deren Bedienstete in keinster Weise Vertragspartner sind. Die Vereinigten Staaten haften daher gegenüber dem Vermieter/Mieter in keinste Weise für den geschuldeten Mietzins, Nebenkosten or Schäden an Mietsachen oder dergleichen.*

Liability of the 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, German-rental laws will apply.

Sonstige Vereinbarungen / Other Agreements

Landlord/*Vermieter*

Date/*Datum*

Tenant/*Mieter*

BB-2. SAMPLE AMENDMENT TO PRIVATE RENTAL HOUSING LEASE AGREEMENT (GERMANY)

Recommend including an amendment to the lease agreement when redecoration fees are required as a condition of the contract.

Between _____ **and** _____

Redecoration: The tenant agrees to pay the landlord a one-time charge of € _____ 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 _____ € 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 u.a. Maler und Tapezierarbeiten, sowie Teppichreinigung, diese sind jedoch nicht darauf beschränkt. 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

L'inquilino si impegna a riconsegnare la cosa locata nelle medesime condizioni, salvo il normale deperimento d'uso. Prova contraria 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 _____, 20__ and have the duration provided by Article 2, Comma 1 of Law #431, dated 9 December 1998. This lease will be automatically renewed for 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 _____ 20__ 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 and renewal period by giving the landlord 6 months advance notice by registered letter.

TRADUZIONE: *L'inquilino ha la facolta' 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 force component of the U.S. Armed Forces stationed in Italy in the framework of NATO activities, the landlord grants the tenant the right to terminate this lease by giving at least 10 days notice to the landlord by registered mail if the tenant or his or her Family receives official orders from the U.S. Government to definitely leave the area. If the tenant is directed to move by the Government at Government expense to reside in military quarters, at least 30 days notice will be given to the landlord by registered letter. No rent will be due to 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 e' un elemento militare/civile appartenente alle Forze Armate statunitensi di stanza in Italia nell'ambito delle attivita' NATO, il locatore riconosce all'inquilino il diritto di risolvere il contratto con un minimo di preavviso di dieci giorni, tramite lettera raccomandata, nell'eventualita' che l'inquilino o la sua famiglia, riceva ordini ufficiali dal Governo degli Stati Uniti di rimpatriare. Nel caso che l'inquilino riceva ordini dal Governo degli Stati Uniti di trasferirsi in quartieri di abitazione del Governo stesso a spese del Governo, e' dovuto al Locatore un minimo di preavviso di trenta giorni tramite lettera raccomandata. Nessun canone di affitto sara' 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 sara' restituita con il deposito cauzionale all'inquilino, come previsto nel paragrafo 12.*

5. The monthly rent, as agreed to by both parties, amounts to € _____. The monthly rent must be paid in advance not later than the 15th day of each month to: _____. The first payment will be prorated when necessary to cover the period from the date on which the lease becomes effective to the end of the same month. The tenant will pay € _____ per month to the landlord for the following expenses and costs:

- a) Minor maintenance
- b) Garbage-removal tax
- c) Stairwell lights
- d) Stairwell cleaning
- e) Septic tank emptying
- f) Elevator maintenance
- g) Annual cleaning of furnace
- h) A/C cleaning and maintenance
- i) Lawn cutting
- j) Trimming of the trees and hedges

The garbage-removal tax will stay in the landlord's name but the tenant will pay the cost.

TRADUZIONE: Il canone mensile di locazione, concordato da ambo le parti, ammonta a € _____. Il canone di locazione deve essere pagato anticipatamente entro il quindicesimo 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 € _____ mensili al locatore per gli oneri accessori e servizi qui di seguito elencati:

- a) Piccola manutenzione
- b) Tassa rifiuti solidi urbani
- c) Luce scale
- d) Pulizia scale
- e) Pulizia fosse biologiche
- f) Manutenzione ascensore
- g) Pulizia annuale della caldaia
- h) Pulizia e manutenzione aria condizionata
- i) Taglio erba
- j) Potatura alberi e siepi

La tassa rimozione rifiuti sarà a nome del locatore ma l'inquilino ne pagherà l'onere.

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 other costs indicated in paragraph 5, within 8 days after the date due gives the landlord the right to place the tenant in default and charge 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 by both parties the monthly rent will remain the same for the length of the contract. **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 inflation rate.**

TRADUZIONE: Come concordato dal ambo le parti il canone di locazione resterà invariato per tutta la durata del contratto. **Ogni anno il canone di locazione sarà aggiornato secondo gli indici dei prezzi al consumo accertati dall'ISTAT nella misura del 75 per cento.**

8. Contracts relative to gas, electricity, and telephone will be entered into directly by the tenant in his own name. The tenant will be liable for all costs connected with these contracts. The landlord will receive and pay the water bills on behalf of the tenant, and the tenant will reimburse the landlord for water consumption.

TRADUZIONE: I contratti relativi alla fornitura di gas, elettricità e telefono verranno stipulati direttamente a nome dell'Inquilino, il quale sarà responsabile di tutti gli oneri derivanti dalle stesse forniture. Il locatore riceverà e pagherà la bolletta dell'acqua per l'inquilino e l'inquilino rimborserà il locatore per il suo consumo d'acqua.

9. The tenant may not totally or partially sublet the leased property, neither for rent nor for free, without the written approval of the landlord.

TRADUZIONE: L'Inquilino non potrà subaffittare la cosa locata o parte di essa, anche gratuitamente, senza il consenso scritto del locatore.

10. **Minor maintenance, as agreed to by both parties, is at the expense of the landlord.** Major repairs to the structures and fixtures of the building, unless due to damages caused by negligence or wrongful act of the tenant, his or her Family members, or guests are the responsibility of the landlord. In the event of need of repairs within the landlord's responsibility, the tenant will notify the landlord by registered letter. If the landlord, on being notified, fails to take action within 30 days after the date of the tenant's letter, the tenant may cause them 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: La piccola manutenzione, come da accordi presi da entrambi le parti, e' a carico del locatore. 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 may not, without written authorization from the landlord, make any modification or additions to the leased property. On termination of the lease, the tenant will return the property in the same condition in which it 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 will deposit with the landlord and the landlord will acknowledge receipt of the sum of €_____ (not exceeding the rent of 3 months). This sum will not accrue legal interest./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 present lease unless it 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 case 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 €_____ (non superiore a tre mensilita'). Tale somma non/ e' produttiva di interessi legali che dovranno essere corrisposti all'inquilino alla fine di ogni anno, come stabilito dalla Legge n. 431 del 9 Dicembre 1998. Il deposito cauzionale dovra' 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 verra' 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 potra' essere usato per nessun motivo quale normale pagamento di affitto.

13. The total cost for registration of this lease contract and subsequent annual renewal costs are chargeable to the landlord and to the tenant in equal shares. This contract must be registered within 30 days after the contract date, and each annual renewal cost must be paid within 30 days after the anniversary. The landlord is responsible for ensuring the registration and payment within these limits and providing the occupant a registered copy of the lease and a copy of the receipt of payment within 30 days after the date of the contract. The tenant will pay the landlord his or her half of costs within 30 days after 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 within the prescribed limits, the tenant may 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 all key elements will be used. The landlord will 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 trenta (30) giorni dalla data di stipula e le spese dei successivi rinnovi dovranno essere pagate entro trenta (30) giorni dalla ricorrenza. E' responsabilita' 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 dovra' pagare al locatore meta' degli oneri dovuti entro trenta giorni. Per nessuna ragione l'inquilino sara' 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 avra' la facolta' di registrare il contratto e di detrarre l'ammontare relativo della quota di registrazione del proprietario e la totalita' della relativa mora dal successivo canone di affitto. Ai fini della registrazione sara' usata una versione ridotta in italiano di questo contratto contenente tutte le clausole essenziali. Al termine della locazione, il locatore richiedera' all'inquilino meta' degli oneri di costo della cancellazione del contratto.

14. If the leased 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 sara' 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. medical officer, the tenant will address to the landlord a written request by registered letter to eliminate such discrepancies within 15 days. Failure by the landlord to take action as requested or the incurable nature of the discrepancies certified by a U.S. medical officer will give grounds 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 autorita' sanitarie del Comando, l'inquilino mandera' al Locatore richiesta scritta, a mezzo lettera raccomandata, affinche' tali discrepanze vengano corrette entro quindici (15) giorni. Qualora il Locatore mancasse di prendere provvedimenti come richiesto, o la natura delle discrepanze certificate dalle Autorita' Sanitarie del Comando fosse tale da non potere essere corretta, l'Inquilino avra' 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 will not attach or in any manner attempt to exercise a lien against any U.S. Government property that may be 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 suddetta 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 such as mold growth. **The tenant will pay the landlord by _____, 20____, the agreed upon amount of €_____ as negotiated costs for the internal painting of the dwelling required on termination of this contract. The tenant will NOT therefore be responsible for ANY other costs regarding internal painting at the termination of this contract. The tenant agrees to let the landlord maintain a copy of his or her quarters 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 assumerà ogni responsabilità per qualsiasi danno causato da incendio o danni secondari come crescita di muffa. **L'inquilino pagherà al locatore entro il _____, 20____ la somma pattuita di € _____ quale rimborso spese accordato per la tinteggiatura interna dei locali alla chiusura del presente contratto. Al termine della locazione l'inquilino NON sarà responsabile di alcuna ALTRA spesa riguardante la tinteggiatura dei locali affittati. L'inquilino acconsente che il locatore trattenga una copia di chiavi della cosa locata.**

20. In accordance with Articles 1341 and 1342 of the Italian Civil Code, the landlord and the tenant state to have read and to approve each and all clauses of the contract, and specifically clauses no. 4 (notice of termination of lease), no. 10 (minor maintenance), and no. 22 (courtesy translation).

TRADUZIONE: In conformità 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, e specificamente le clausole n. 4 (disdetta del contratto), n. 10 (manutenzione ordinaria), e n. 22 (traduzione del contratto).

21. The tenant may install a satellite dish on the exterior of the rented property. The installation of the satellite dish and related cabling, connections, and fixtures will be accomplished by a U.S. Government contract or by the tenant. Responsibility for damage during installation will be borne by the installer. The satellite dish and associated components will remain in place at lease termination.

TRADUZIONE: L'inquilino ha il permesso di installare un'antenna satellitare sulla parte esterna della proprietà in locazione. L'installazione dell'antenna con relativi cavi, collegamenti ed impianti sarà eseguita tramite appalto del Governo USA o dall'inquilino. La responsabilità per i danni dovuti all'installazione sarà assunta dall'installatore. L'antenna satellitare con i relativi componenti rimarrà nel luogo di installazione anche dopo la rescissione della locazione.

22. This lease is executed in English with a courtesy translation provided to the lessor. In case of inconsistency between any terms of this lease and its translation, the English language will govern.

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.

23. Italian Privacy laws: the tenant authorizes release of his data to third parties only in matters regarding the rental contract. ("Codice sulla Privacy" - d.lgs 196/2003).

TRADUZIONE: LEGGE PRIVACY- il conduttore autorizza a comunicare a terzi i suoi dati personali in relazione agli adempimenti connessi con il rapporto di locazione. (Codice sulla Privacy" - d.lgs 196/2003).

Tenant/Inquilino

Locatore/Landlord

APPENDIX DD

PETS IN GOVERNMENT-CONTROLLED HOUSING

DD-1. GENERAL

Residents of Army Family housing (AFH) are responsible for maintaining and controlling their pets. The privilege to have an animal is granted to residents based on their ability to meet responsibilities. This privilege may be withdrawn if either of the following is true:

- a. The pet is a threat to the health or safety of personnel or becomes a nuisance.
- b. The pet owner fails to meet his or her responsibilities.

DD-2. RESTRICTIONS AND RESPONSIBILITIES

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

b. Owners must register their cat or dog with the post veterinary clinic within 2 weeks after acquiring the pet or the arrival of the pet at their permanent station. The owner must present evidence of the pet's current vaccinations at the time of registration, maintain a vaccination record, and update required vaccinations as necessary. Vaccinated animals will receive rabies tags that must be worn by the animal at all times.

c. Sponsor and their spouses will ensure that pets are controlled so 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-controlled housing or facilities. A severe incident (for example, an animal attacking an individual) is cause for removal of the offending animal, regardless of the absence of prior incidents.

d. Pet owners residing in AFH are subject to host nation (HN) laws governing the treatment of pets. HN law and Army in Europe policy prohibit inhumane and abusive treatment of animals. Inhumane and 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 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.

e. HN laws typically impose 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 housing.

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

h. Dogs and cats must 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 may designate pet-walk areas that building residents who are pet owners will be responsible for maintaining.

i. Pets must not be—

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

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

k. A sanitation inspection (health and welfare) may be conducted on any housing unit alleged by written complaint to be substandard in cleanliness, smell, or where a pet has apparently been abandoned (para 3-66c). Entry into the quarters must be in the presence of the sponsor or an adult Family member unless immediate entry is required to prevent damage to or destruction of Government property.

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

m. Pet owners will comply with local laws regarding “fighting dogs.” These animals are prohibited and are not authorized in Government-controlled housing.

APPENDIX EE
GOVERNMENT FUNDING FOR LOCAL MOVES

A local, short-distance move of household goods will be Government-funded if the move is deemed to be “for the convenience of the Government.” Conversely, a local, short-distance move that is made to accommodate a Servicemember’s personal problems, convenience, or desires will not be authorized for payment by the Government. Paragraph U5355 of the Joint Federal Travel Regulations (JFTR) provides specific policy on short-distance moves. The information in table EE-1 addresses some of the more common local moves and shows who is responsible for paying the cost of the move.

Table EE-1 Move Funding		
SITUATION	Government Funded	Personal Expense
Single pregnant Servicemember is directed to move from barracks to Family housing	X	
Single pregnant Servicemember elects to move from barracks to private rental housing		X
Single Servicemember marries and moves from barracks to Family housing	X	
Single Servicemember marries and elects to move to private rental housing when Family housing is available and a mandatory housing-assignment policy in effect		X
Married couple living in Government Family housing divorce and sponsor moves to the barracks	X	
Change in Family composition or grade increases bedroom or category authorization		X
Family elects to move from Family housing to private rental housing		X
Family requests to move from private rental housing to Family housing for personal convenience		X
Servicemember must vacate private rental housing for reasons beyond the member’s control incident to an involuntary tour extension	X	
Servicemember must vacate private rental housing due to landlord’s refusal to renew lease or eviction		X
Garrison commander determines quarters are uninhabitable	X	
Garrison commander directs mandatory assignment to Government Family housing to fill vacant units	X	
Family required to vacate Government Family housing due to retirement from active duty or separation from Service	X	
Any move directed at the discretion of the garrison commander	X	
Move to another Government Family housing unit based on a medical exception to policy approved by the garrison commander	X	

Glossary, Section I, Abbreviations. Add the following:

AFHC	Army Family Housing, Construction
AFHO	Army Family Housing, Operation
AFH-SDG	Army Family Housing Standard Design Guide
<i>BImA</i>	<i>Bundesanstalt für Immobilienaufgaben</i> (Federal Agency for Real Property Matters)
BR	bedroom
BTL	build-to-lease
CADD	computer-aided drafting and design
CFMO	centralized furnishings management office
CNA	certificate of nonavailability
COT	consecutive overseas tour
CPPSO	Consolidated Personal Property Shipping Office
CTLT	Cadet Troop Leader Training
DLA	dislocation allowance
FAD	funding authorization document
FHAP	Family housing action plan
GCQ	Government-controlled quarters
GRHP	Government Rental Housing Program
HCL	high-cost lease
HN	host nation
ILS	individual logistic support
IMCOM-Europe	United States Army Installation Management Command, Europe Region
K&E	key and essential
KO	contracting officer
LIR	line-item review
MACP	Married Army Couples Program
MIPR	Military Interdepartmental Purchase Request
MM&R	minor maintenance and repair
MP	military police
NSF	net square feet
NTS	nontemporary storage
PAS	Privacy Act Statement
PIK	payment-in-kind
PRH	private rental housing
PSD	personnel service detachment
RCO	regional contracting office
REFO	real estate field office
RPOD	real property obligation document
UCAS	USAREUR Community Automation System
UPH	unaccompanied personnel housing
UIC	unit identification code
U.S.	United States
USAG	United States Army garrison
USASETAF	United States Army Southern European Task Force