



DEPARTMENT OF THE AIR FORCE
HEADQUARTERS 341ST MISSILE WING (AFGSC)

20 November 2012

MEMORANDUM FOR POTENTIAL CLIENT

FROM: 341 MW/JA

SUBJECT: Legal Assistance Information

1. The following is meant for legal information purposes only. It should not be used to substitute for the advice of a competent attorney. If you have any questions which have not been answered by this information, or would like to speak to an attorney regarding your issue, please make an appointment at the Malmstrom Legal Office by calling 731-2878.
2. A military clause expands your rights beyond those provided for by the Servicemembers Civil Relief Act. This clause is intended to enable you to break a lease if your co-Tenant PCS's or deploys. In addition, it is intended to enable you to exist your lease faster than under the Servicemembers Civil Relief Act.
3. To incorporate this military clause into a lease or rental agreement, you will need to add, by handwriting if need be, the following language into the lease or rental contract: "Military Clause Addendum, attached, is incorporated by reference as part of this lease." The addendum will then need to be attached to the contract and signed by your landlord and/or their agent and you.
4. For further legal information, please visit the Air Force Legal Assistance Website at <https://aflegalassistance.law.af.mil>.

MILITARY CLAUSE ADDENDUM

1. It is expressly agreed and incorporated into any existing lease/agreement that if the Tenant or any co-Tenant should receive official orders relieving him/her from duty at their station in the Great Falls area, or retiring or relieving him/her from active duty in the military service; or if he/she is assigned housing on base (government quarters); or if he/she receives official temporary duty orders outside the Great Falls area for 90 days or more; the Tenant and any co-Tenant may, solely at their election, terminate the said lease/agreement upon written notice of his/her election. The Tenant or co-Tenant shall provide proof of written orders or assignment to government quarters with his/her written notice. Termination shall become effective 30 days after the date of the service of the notice upon the Landlord or his/her Agent and if the date of such termination shall fall between the days on which the rent is due, the rent will be prorated accordingly.

2. This addendum shall constitute a supplement to, and not a waiver of, any rights held by the Tenant under the Servicemembers Civil Relief Act (50 USC App. §§ 501-596).

TENANT

DATE

CO-TENANT

DATE

LANDLORD/AGENT

DATE