WELCOME TO LAWTON/FORT SILL

ARMY HOUSING

Housing America's Soldiers and Families

Housing
Services
Office

U.S. ARMY FIRES CENTER OF EXCELLENCE AND FORT SILL

The Fort Sill Housing Division is located in two separate buildings:

Housing Service Office (HSO)
Unaccompanied Personnel Housing (UPH)
Furnishings Management Office (FMO)
Building 4700 Mow-Way Road, 3rd Floor
(WELCOME CENTER)
Fort Sill, Oklahoma 73503

Residential Communities Initiative (RCI)
Building 5446 Greble Road
Fort Sill, Oklahoma 73503

HSO Contact Numbers
580.442.5190 1.800.695.1084
580.442.3778
580.442.2813 FAX 580.442.2332
580.442.6819

NOTES:

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Building 4700 Mow-Way Road 3rd Floor
Fort Sill, Oklahoma 73503

Welcome to Fort Sill, Oklahoma! The Housing Services Office (HSO) staff is here to assist you in locating housing in the surrounding Lawton communities. We can provide you with important information regarding your housing options and the local community to ensure that you have a smooth PCS experience.

Please Remember: All newly assigned personnel are required to contact the housing office in person for counseling and guidance before entering into any agreement, written lease, or rental/sales contract for off-post housing.

Assistance offered by the local housing office can often save you money and possible later inconveniences should you be unaware of the regulations governing off-post housing. If you have any questions or concerns please feel free to contact one of our HSO Team below at the following phone numbers or email addresses:

580-442-5190	jacqueline.k.king.civ@mail.mil
580-442-2813	wanda.m.sorrells.civ@mail.mil
580-442-6819	jacqueline.w.white.civ@mail.mil
580-442-3778	phyllis.c.young.civ@mail.mil (HSO Chief)

Thank you, and again "Welcome to Fort Sill"

http://sill-www.army.mil

TODAY, THE FIELD ARTILLERY IS JOINED BY THE AIR DEFENSE ARTILLERY AND ELECTRONIC WARFARE BRANCHES AS PART OF THE FIRES CENTER OF EXCELLENCE.

DEPARTMENT OF THE ARMY
HEADQUARTERS, UNITED STATES ARMY FIRES CENTER OF EXCELLENCE AND FORT SILL
FORT SILL, OKLAHOMA 73503

REPLY TO
ATTENTION OF

ATZR-C

4 May 2012

MEMORANDUM FOR SEE DISTRIBUTION

SUBJECT: Off Post Housing Rental Policy, CG Policy Memo 12-14

1. PURPOSE. To provide policy and procedure when entering into, terminating or addressing problems with rental housing agreements in the Fort Sill Housing Market Area.

2. REFERENCES.

a. AR 420-1, 12 February 2008, Army Facilities Management.

b. AR 37-104-4, 8 June 2005, Military Pay and Allowances Policy.

3. GENERAL. Commanders have a responsibility to ensure that their Soldiers have safe and decent housing accommodations. Experience shows that Soldiers and their Families that reside in adequate housing exhibit greater satisfaction with military life, perform better and require less chain-of-command involvement. A Commander therefore serves everyone's best interest in assisting Soldiers in obtaining and maintaining adequate and affordable housing.

4. RESPONSIBILITIES.

a. Commanders will:

(1) Ensure that all Soldiers who do not reside in the barracks process in person through the Housing Services Office (HSO) in building 4700 before entering into any rental housing agreements.

(2) Ensure that FS Form 624 (Checklist for Family Housing Adequacy, Off-Post Rental Commuting Area) is used to perform the housing adequacy inspection. This form and other related Fort Sill blank forms are located on the following website:

http://sill-www.army.mil/dhr/Admin_Svcs_Div/FS_Blank_Forms/FS_BLANK_FORMS.htm.

(3) Ensure off-post housing is inspected for adequacy before any rental agreement is signed. If the Soldier is E-4 and below, commanders will designate a member of the chain-of-command (Staff Sergeant rank or higher) to inspect the quarters (see appendix A for inspection tips) using FS Form 624 as a guide and record of the inspection. The minimum standards specified on FS 624 should easily be met. Commanders may waive individual inspection criteria if a landlord agrees in writing to correct any deficiencies.

Commanders must ensure any exceptions are annotated on FS Form 624. Appendix B contains additional standards commanders can utilize.

(4) Ensure bona fide bachelors in the grade of E-1 through E-4 obtain a Statement of Nonavailability (SNA) before signing any off post rental agreement. Current Army policy states that bona fide bachelors in the grade of E-4 and below will reside on-post if barracks space is available.

(5) Ensure Soldiers in the grade of E-4 and below properly clear their off-post quarters before moving into on-post housing or departing Fort Sill. The use of FS Form 824, Residential Clearance Form is required. Provide a member from the chain-of-command to participate in a joint inspection of the quarters if requested by either the landlord or the Soldier. A Soldier who chooses to PCS and leave Family members in a rental unit will provide a FS Form 824 rental clearance form signed by the landlord stating the Family remains living in the residence and is in good standing prior to the Soldier's final clearance.

b. The Housing Services Office will:

(1) Maintain a listing of adequate and available rental property in the housing market area.

(2) Work with the Soldier and Chain of Command to validate, follow-up on, and take all necessary steps to resolve complaints of inadequate housing.

(3) If a property owner fails to correct identified deficiencies or adhere to the applicable State of Oklahoma Non-Residential/Residential Landlord and Tenant Acts 41 O.S. 2001, 101-136, as amended through November 1, 2006, Section 118/121 the HSO will generate a letter from the Office of the Commanding General, Fort Sill identifying those actions to be taken and that the property owner risks having the property placed off-limits to all active duty military personnel.

(4) Brief all Soldiers reporting to the HSO on off-post housing procedures. Provide a current listing of available adequate rental properties in the housing market area.

(5) Advise all new arriving Soldiers on current Basic Allowance for Housing (BAH) allowances applicable to the housing market area.

(6) Advise all Soldiers who report to housing of their responsibilities as a tenant. Provide an overview of rental statutes and the responsibilities of the landlord.

(7) Assist landlords and Soldiers in resolving disputes to the greatest extent possible. Refer unsolvable matters to legal assistance.

(8) If a Soldier departs Fort Sill owing a property owner or a property owner owes a Soldier any rent, money for damages or other fees/costs related to the occupancy, assist to the extent permitted in establishing a method of payment in accordance with applicable army regulations or law.

5. PROCEDURES.

a. Incoming Soldiers will:

(1) Before beginning to look for off-post quarters, report to Housing for a briefing on off post rental procedures in the housing market area.

(2) Before signing a rental or lease agreement an inspection to determine adequacy must be done using FS Form 624. If you are grade E-1 to E-4 the inspection must be done with a designated member of your chain of command holding the rank of Staff Sergeant or greater.

(3) If you are E-4 and below without dependants and desire to reside off post you must possess a statement of nonavailability for barracks and performed an inspection to determine adequacy as identified before signing a lease. If you sign a lease without a statement of nonavailability for barracks, you will not be entitled to BAH and may still be held contractually liable to the landlord.

b. Soldiers in grade E-1 to E-4 moving from off-post quarters into on-post quarters and Soldiers departing Fort Sill will:

(1) Obtain a FS Form 824, Residential Clearance Form from your unit S1.

(2) Arrange with their landlord a time for a joint inspection of the residence. If either you or the landlord desires a chain-of-command representative, arrange appropriately with a member of your chain of command holding the rank of Staff Sergeant of greater.

(3) Upon completion of the inspection submit the residential clearance form for signature by your unit commander. Your Commander will ensure that you have made arrangements to compensate for any debts or repairs for damages not in dispute. If you dispute the debt or charges to repair any damage contact the HSO at (580) 442-3778 and the Legal Assistance Office (LAO) at (580) 442-5058 on how to proceed.

(4) If you are departing Fort Sill, include FS Form 824, the Residential Clearance Form signed by your unit commander with your installation clearance papers. You will not be able to clear without it.

(5) If you are moving into on-post quarters, bring the FS Form 824 to the Housing Services Office. You will not sign for your on-post quarters without the completed form.

Note: Commanders may use these procedures at their discretion for other grades.

c. Soldiers will:

(1) Choose adequate and affordable housing based on their BAH. BAH includes rent, utilities, and renter's insurance. Ensure to take into account average utility and other housing related costs before signing a lease.

(2) Be good tenants. Pay rent on time. Keep quarters clean and in good repair to include the yard and outside area. Maintain control of children and pets.

(3) Seek assistance from your chain of command, Housing Services Office, or Legal Assistance Office if your landlord persists in making unreasonable demands outside of your rental agreement.

(4) If you have any housing deficiency in your rental below the standard of adequacy which requires repairs by the landlord, prepare a written notice describing in detail each problem and submit to the landlord for repair. Provide a copy of your request to the HSO and keep a copy for your records. If the landlord fails to comply within the required time limits, seek assistance from your chain of command and/or the HSO. If the dwelling unit has become uninhabitable for any reason, seek immediate assistance and provided written notice to the landlord stating the reason for your intended actions and why.

(5) Use FS Form 824 to properly clear with your landlord and abide all other stipulated policy procedures when moving from your off-post residence.

6. My policy is one that does not end with the signing of a lease. It is one of adopting a comprehensive approach beyond this policy memorandum of due process at all levels of responsibility to ensure appropriate action for the good of all involved.

7. This CG Policy Memorandum supersedes CG Policy Memorandum, ATZR-C, 26 August 2009, subject: Off Post Housing Rental Policy, CG Policy Memo 09-13.

8. The point of contact for this policy is the Housing Services Office Manager at 442-3778.

JAMES M. MCDONALD
Major General, USA
Commanding

DISTRIBUTION:
Fort Sill Internet

Appendix A

TIPS FOR INSPECTION OF FACILITIES

DO'S	DO NOT'S
1. Do let the manager/landlord know that you are conducting an adequacy inspection in his/her complex or area.	1. Do not judge adequacy based upon your personal lifestyle. Use checklist only.
2. Do be tactful and courteous.	2. Do not check "no" on an item you are unsure of without first checking with HSO.
3. Do dress appropriately. Present a professional appearance.	3. Do not "read into" the standards that are not required.
4. Do follow the adequacy standards exactly as written.	4. Do not get into a confrontation with manager/landlord. Leave and contact HSO.
5. Do question manager/landlord on items which do not meet standards. Landlord may be willing to correct deficiencies.	5. Do not complain about performing your inspection duties. It is your leadership responsibility.
6. Be professional.	

APPENDIX B

OFF-POST HOUSING ADEQUACY STANDARDS

1. General Condition:

a. Have all maintenance materials in a secured area which is not accessible by unit or complex residents?

b. Be located in an area free from health and safety hazards?

2. Interior of Unit:

a. Be a complete unit with private entrance, bath, kitchen, and a bedroom or bedrooms for sole use by resident.

b. * Be structurally sound and not post a safety or health hazard.

c. Have hot and cold running potable water.

d. Have a shower or bathtub and a flushable toilet in bathroom.

e. Have adequate electrical equipment and lighting.

f. Have connections for a washer and dryer or be within ¼ mile of a Laundromat.

g. Have cabinets in the kitchen and space for stove, refrigerator, and food preparation.

h. Have smoke detectors installed and properly operating per state and local regulations.

i. Have adequate sanitary facilities and sewage disposal.

j. Have heating system installed and operable.

k. Have air conditioning installed and operable (cooling system).

l. Must meet local and/or state building codes.

m. Interior walls and ceilings shall be finished with paint or other suitable material which will, by the use of reasonable household methods, promote sanitation and cleanliness. Finishes will be maintained to a standard which promotes above and be absent of peeling paint, loose plaster, loose or deteriorated finishes.

n. Floors shall be weather tight without holes or excessive cracks, shall have an industry standard floor covering (as applicable).

3. Grounds and Parking:

a. If fencing is provided, will be maintained in a good state of repair.

b. Have parking available adjacent to home, street-side, or a designated parking space.

c. Must have adequate refuse service (private or public) and/or refuse containers.

d. Maintain all access roads, common areas, and exterior lighting in a manner which complements the appearance of the unit or complex while maintaining a high level of safety and serviceability.

4. Exterior of Unit:

a. Must be a weather proof exterior surface from ground to roofline.

b. Have access steps at all entry points conforming to local and state code.

* The existence of any of the following constitutes a safety or health hazard:

Windows/doors nailed shut, no steps, rickety steps, exposed wiring, cracked or missing electrical plates, sagging floors/walls/ceilings, unsecured entry doors, trash piles, open sewerage, standing water, no fire retardant material around stove, absence of control knobs on heating equipment or stoves, exposed insulation, no/inoperative kitchen exhaust fan, missing screens, broken windows, ceilings with water damage or any other instance that can be reasonable construed as a health or safety hazard.

WELCOME TO FORT SILL . . . YOUR RELOCATION PILOT

FIRST STOP . . . REPORT TO THE HOUSING SERVICES OFFICE (HSO)

Arriving personnel authorized to draw BAH are required to report to the HSO prior to entering into any lease, rental or purchase agreement. We will assist Servicemembers, DoD Civilians and their Families looking for a place to call home or needing relocation assistance.

WHO CAN LIVE OFF-POST?

You have the option to reside on-post or off-post housing if you are married, or single with primary custody of dependents. All single E-6's and above are required to live off-post. If you are an E-5 and below and considered a single Servicemember you may have certain circumstances that require you to live off-post. You have to have an approved exception to policy which will allow you to draw BAH at the single rate accompanied by a Certificate of Non Availability (CNA). If you have any questions regarding Unaccompanied Personnel Housing (UPH/Barracks) their contact information is 580-442-3740. If you have issues with furnishings/appliances in the Barracks you would need to contact Furnish Management Office at 580-442-5037/5102. UPH and FMO are located Bldg 4700 Mow-Way Road 3rd Floor (Welcome Center).

ON-POST HOUSING (CORVIAS MILITARY LIVING)

Corvias Military Living is NOT available for single Servicemembers with no Dependents. They are located Bldg 4700 Mow-Way Road 3rd Floor (Welcome Center), at 580-581-2144/ http://corviasmilitaryliving.com.

TEMPORARY LODGING EXPENSE (TLE)

TLE is a reimbursable entitlement payable at the gaining station after signing in; reimbursements are up to 10 days when traveling CONUS to CONUS. TLE is for expenses incurred in the vicinity of the old or new permanent duty station, entitlements include the daily lodging rate and subsistence allowance, original paid lodging receipt and one set of PCS orders are required, which are submitted at the local Finance Office/Defense Military Pay Office (DMPO). If you have any questions contact the local DMPO located 4700 Mow-Way Road 1st Floor (Welcome Center).

BASIC ALLOWANCE FOR HOUSING (BAH)

Before entering into any off-post rental agreement you should know what you're BAH is/www.defensetravel.dod.mil/site/bah.cfm. The intent of Basic Allowance for Housing (BAH) is to provide Servicemembers equitable housing compensation based on housing costs in local housing markets. BAH is based on duty location, pay grade, and dependency status. Depending on the housing chosen by the military member BAH may not fully cover the costs of housing, utilities, and renters insurance; expenses above and beyond the services member BAH is the responsibility of the service member.

ADVANCE STATION HOUSING ALLOWANCE (ASHA)

ASHA is authorized for Servicemembers moving into a house or apartment to cover the first month's rent/deposit, and required utility deposits. Department of the Army (DA) Form 4187 must be submitted through the Servicemember's chain of command or In-Out Processing Section for Servicemember's that are new to the Installation. A copy of the rental agreement or a Letter of Intent to rent must be attached to verify all associated expenses. After approval by the Commander or In-Out Processing Section, the Servicemember is directed to the Defense Military Pay Office (DMPO) to submit DA Form 4187 for processing. If you have any questions contact the local DMPO.

PERMISSIVE TDY (PTDY)

You are required to physically report to the HSO in order to validate PTDY for house hunting purposes. In accordance with AR 600-8-10 Servicemembers who are authorized ten (10) days PTDY for house hunting must have the DA form 31 dated, stamped and signed by a member of the HSO staff the first available duty day of the PTDY. Failure to do so will result in the Servicemember being charged regular leave for the entire period. The DA Form 31 must be approved by a Lieutenant Colonel or above.

Negotiate your Lease/Rental Agreement

An important item to remember, all things are negotiable. Rent, security deposits and the term of the lease are open items for discussion.

Call the Lawton Police

Before signing a lease/rental agreement, call the Police Department (580-581-3259) to inquire of any offense that have occurred for a particular area, or visit www.crimereports.com

Review Your Lease

This cannot be stressed enough. It is extremely important that terms of the lease (i.e. 3/6 months or 1 year), late fees, security deposit, authorized occupants, tenant's duties and responsibilities, landlord duties and responsibilities, move-in inspection, termination and move-out procedures, return of deposits, and pets policies, are to be clear and understood. DO NOT SKIM reading your lease. Understand that a lease/rental agreement is a binding contract, as long it doesn't violate federal, state or local laws. It is important to keep a copy of your signed lease.

Utilities

Fort Sill does not have a deposit waiver program, however if you have good credit or provide proof that utilities have been paid on time in the past you may not be required to furnish a deposit. The local gas company will waive a deposit if you provide a LES and a copy of your military orders.

Renters Insurance

Renters insurance protects you in situations that everyone can face: fire, theft, water damage and other unforeseen circumstances and situations your landlord's owner's policy doesn't cover. This option is highly recommended as it is relatively inexpensive and should be considered whether living on or off post.

School Information

A good source of information regarding schools can be obtained at the http://www.greatschools.org/find-schools/ or www.lawtonps.org for Lawton Public Schools.

Housing Discrimination Complaints

The law makes illegal to discriminate in housing sales or rentals or in housing lending and insurance on the basics of race, color, national origin, familial status, disability, sex, and religion, If you believe you have been discriminated against you must contact your HSO immediately.

Servicemembers Civil Relief Act (SCRA)

The SCRA makes provisions to allow a Servicemember to terminate a lease agreement upon receipt of military orders or certification by the Servicemember's Commanding Officer. For month to month rentals, the termination becomes effective 30 days after the first date on which the next rental payment is due subsequent to the date when the notice of termination is delivered. For example, if the rent is due on the first day of each month, and notice is mailed on Aug 1, then the next rental payment is due and payable on Sep 1. Thirty days after that date would be Oct 1, the effective date of termination. For more information contact your HSO or Legal Assistance Office.

WELCOME TO FORT SILL . . . YOUR RELOCATION PILOT

OFF-POST HOUSING CHECK LIST WHEN DEPARTING

- Provide a written notice at least 30- days before the date upon which the termination is to become effective, to the landlord. (effective date may vary, refer to your lease)
- If you are in a month-to- month lease you are still required to give a 30-day notice to vacate.
- The landlord shall return the security deposit without interest within 30 days after the termination of tenancy by a written demand from tenant (provide the landlord with a valid forwarding address). The landlord must provide itemized list of deductions from deposit.
- Understand what the clearing and cleaning process is; ensure all keys & garage door openers are turned in.
- How to terminate leases under the Servicemembers Civil Relief Act (SCRA). The military tenant who terminates a lease under the SCRA must do so by giving the landlord written notice to terminate the lease, accompanied by a copy of the military tenant's orders or certification by the Servicemember's Commanding Officer. The notice must be "delivered" to the landlord by hand, private business carrier, or by U.S. mail, return receipt requested. The lease terminates "30 days after the first date on which the next rental payment is due and payable after the date on which the notice…is delivered." For example, if a tenant delivers notice to the landlord on the 20th of the January, and normally pays rent on the 1st of each month, the lease ends on 1 March, (the tenant must pay for February's rent).

OTHER HOUSING CLEARING INFORMATION

- Lieutenants and Captains (not in student status) are required to clear Furnishing Management Office (FMO), located in Bldg 4700 Mow-Way Road 3rd Floor, Fort Sill, OK.
- Soldiers that live in the barracks are required to clear Unaccompanied Personnel Housing (UPH).
- If you reside on-post with Picerne Military Housing you will need to clear with your neighborhood office. For more information please call Picerne at 580-581-2144.

THINGS TO CONSIDER WHEN RE-LOCATING/BEFORE SIGNING A LEASE AT YOUR NEXT DUTY STATION

- HSO can review your lease
- Inspect potential rental properties
- Set your budget i.e. first month's rent, deposit & applications fees
- Have proof of income

HSO validates PTDY

Negotiate your lease

**Obtain renters insurance

Read your lease (don't skim)

- Understand that a lease agreement is a binding contract, as long as it does not violate federal, state or local laws.
- If you have a pet (s) or are intending to get a pet (s) understand pet policies, a landlord may prohibit all pets in a rental unit. A landlord may not prohibit a disabled individual relying on a service animal.

IMPORTANT THINGS TO KNOW

- Personnel authorized to draw BAH are required to report to the HSO prior to entering into any lease, rental or purchase agreement and HSO will assist in the relocation and home finding process.
- You may be entitled to temporary lodging expense (TLE/TLA), Permissive TDY (PTDY) and Advance Station Housing Allowance (ASHA) when relocating.

WEBSITES . . . ON LINE HELP

www.militaryhomefront.dod.mil – compressive information on every aspect of military life.

https://www.housing.army.mil/ah/ - Army's official website for Soldiers and their Families looking for housing contacts CONUS or OCONUS.

FORT SILL HOUSING SERVICES OFFICE . . . FREQUENTLY ASKED QUESTIONS

Q. I have just arrived to Fort Sill. How do I locate information about available and affordable off-post rentals that are located in a suitable neighborhood?

A. First, visit the Fort Sill Housing Services Office located 4700 Mow Way Road, 3rd floor (Welcome Center) for assistance in finding a rental that meets your needs. You are required to do this before you sign any lease contracts or deposit any funds to secure a rental.

Q. I was granted Permissive TDY by my losing command. How do I get this validated so that I am not charged regular leave?

A. All military members must physically report to the Housing Services Office on the first available duty day beginning his/her Permissive TDY (PTDY) and receive a Housing Stamp and on the DA Form 31 (leave form). Failure to secure this validation may result in you being charged regular leave for the entire PTDY period you use for house hunting.

Q. I have located a prospective rental unit however I have questions regarding some basic health and safety items with the rental unit. Who do I contact for assistance?

A. You should contact the Housing Services Office before you sign a lease agreement. We have qualified staff to assist you with the necessary steps in conducting a walk through inspection.

Q. I am considering renting a house and the landlord has offered me a discount on my monthly rental fee if I agree to do any required repairs and upgrades to the house myself. Should I accept this arrangement?

A. If you accept this offer, you and the landlord should put everything you agree in writing, i.e., what will be fixed and when. You and the landlord must both sign the paper. Keep a copy for your records.

Q. What is the purpose of a security deposit?

A. A security deposit is money you pay to your prospective landlord to secure the rental unit. It is generally refunded in full to you at the end of the lease agreement, assuming no damages above and beyond fair wear and tear. Ensure that the amount you pay as a "security deposit" is annotated in your lease. You should never plan to use your security deposit as payment for the last month rent. In most cases, the security deposit is returned to you within 30 days of the final termination inspection. The exception being, when there are assessed damages, and repairs must be made to the rental dwelling.

Q. I have a pet and the Landlord wants a pet deposit.

A. Essentially, pets pose additional liability to the Landlord. If you are a pet owner, you may be asked to pay a *"nonrefundable"* pet fee. If you own a pet that is considered an "aggressive breed" you should expect that it will be challenging to find a suitable rental unit due to the associated liability to the Landlord. Most local lease agreements will have a list of the breeds that they are unwilling to accept.

Q. What if provisions of the lease agreement differ from the law?

A. Any provision which conflicts with a mandatory part of the law is unenforceable.

Q. I have fulfilled my lease agreement and now I want to vacate. What actions must I take?

A. A written notice, at least 30 days, must be submitted to your landlord. Remember to always provide the Landlord with a forwarding address if you are anticipating a security deposit refund. Always retain a copy of all paperwork for your records.

Q. How do I terminate my lease agreement when I receive my military orders and invoke the Servicemembers Civil Relief Act (SCRA)?

A. To terminate the lease agreement, the Servicemember must deliver to the lessor/landlord written notice of termination and a copy of official military orders or a notification, certification, or verification from the Servicemember's commanding officer with respect to the Servicemember's current or future military duty status. Verbal notice is not sufficient. Delivery of the written notice may be accomplished in a number of ways, including hand deliver, private business carrier, or by certified mail with return receipt requested. In all circumstances, the Servicemember should obtain some proof that the lessor/landlord received the written notice and the date upon which receipt occurred. Note: For questions or concerns related to residential leases please seek guidance from your Legal Assistance Office.

Q. I live off-post on the local economy. How do I file a complaint against my Landlord or Property Manager?

A. The first step is to contact the Landlord or Property Manager and try to resolve the issue. If your Landlord or Property Manager fails to resolve your issue in the allotted time as promised, you can visit with the Fort Sill Housing Services Office at 4700 Mow Way Road, 3RD floor (580) 442-5190. We will assist you in resolving/mediating the potential complaint.

Basic Housing Allowance (BAH)-OVERVIEW

BAH rates are based on local area rental market data and vary by geographic duty station, pay grade and dependency status. The cost of utilities and renters' insurance is also considered.

BAH is based only on rental properties, not homeownership costs like mortgage payments and property taxes. The goal is that members receive a BAH that is sufficient to live a reasonable distance from a duty station.

RATES

BAH also includes rate protection. This means, if a member's current BAH rate is less than the previous year, the member receives at least the same amount of BAH as the previous year, provided that the member's duty location, rank and dependency status stays the same. If BAH rates go up, the member will receive the higher BAH rate as long as eligibility is uninterrupted. This ensures that members who have made long-term commitments in the form of a lease or contract are not penalized if the area's housing costs decrease.

HOUSING

BAH enables Service members to live off-base comparably to their civilian counterparts. It is not designed to cover all housing costs for all members. Some members may have out-of-pocket expenses, because rates are based on the median cost of rent. A member's actual expenses may be higher or lower based on a member's actual choice of housing and where they live.

Because members are free to make housing choices what best suit their needs, a ember may choose to use all their housing allowance to rent for more expensive housing close to the duty station, or have a longer commute for either a larger or less expensive house in an outlying area.

AMERICA'S ARMY:
THE STRENGTH OF THE NATION™

Army Family Covenant

We recognize...

… The commitment and increasing sacrifices that our Families are making every day.

… The strength of our Soldiers comes from the strength of their Families.

We are committed to...

… Providing Soldiers and Families a Quality of Life that is commensurate with their service.

… Providing our Families a strong, supportive environment where they can thrive.

… Building a partnership with Army Families that enhances their strength and resilience.

We are committed to Improving Family Readiness by:

- Standardizing and funding existing Family programs and services
- Increasing accessibility and quality of health care
- Improving Soldier and Family housing
- Ensuring excellence in schools, youth services and child care
- Expanding education and employment opportunities for Family members

Kenneth O. Preston
Sergeant Major of the Army

George W. Casey, Jr.
General, United States Army
Chief of Staff

Pete Geren
Secretary of the Army

BG Steve Jones
Commanding General
PRMC & TAMC

CSM Joel Jenkins
Command Sergeant Major
PRMC & TAMC

SOLDIERS ★ FAMILIES ★ ARMY CIVILIANS
ARMY STRONG.℠

NEED TO TALK?

Military & Family Life Consultants are here to listen.

Military & Family Life Consultants (MFLC) are available to help service members, spouses, family members, children and staff address:

- Marriage and relationship issues
- Stress and anxiety
- Depression
- Grief and loss
- Daily life issues

Consultations and trainings are **free** and **anonymous. No records are kept**.

Helping you is our priority. After-hours and weekend appointments are available and group or off-site meetings can be arranged.

SCHEDULING AN APPOINTMENT IS EASY.
CALL YOUR LOCAL MFLC.

Fort Sill, OK
580-574-7362
580-574-7363
580-574-7364

ARMY COMMUNITY SERVICE

4700 NW Mow Way Road, Fort Sill, OK 73503

Information & Referral
(580) 442-4916
Simple/Complex Information
Needs Assessment

Family Advocacy Program
(580) 442-6458/3393/4916
Prevention/Education
Parent Education & Playgroups
Healthy Life Skills Education
New Parent Support Program
Victim Advocacy Program Hotline
(580)574-0871

Exceptional Family Member Program
(580) 442-6818/8539
Tailored Service for Family
Members with special needs

Financial Readiness Program
(580) 442-3080/4916
Budget Counseling
Understanding Credit
Personal Financial Management
Army Emergency Relief (AER)
Emergency Food Vouchers
After hours: FOD 442-4912

Survivor Outreach Services
(580) 442-4282
Survivor Advocacy
Financial Counseling
Support Groups

Soldier and Family Assistance Center
(580) 558-4987
Tailored Service for Warriors in Transition
and their Families

Employment Readiness Program
(580) 442-4681/4359
Resume/Resumix Training
Assessment and Career Inventory
Community Job Announcements
Federal Application Assistance

Relocation Readiness
(580) 442-2360/3095
MilitaryOneSource
Welcome Packets
Sponsorship Training
Lending Closet
Newcomers' Orientation
PCS Orientations

Hours of Operation
0730 – 1600 Mon – Fri
(Active Duty cannot be seen until 0830)

ACS Your Partner in Readiness

Mobilization and Deployment
(580) 442-0359
Pre and Post Deployment Briefings
Family Readiness Group Training
Operation READY Resources

Army Volunteer Corps Program
(580) 442-4682
Volunteer Vacancy Information
Volunteer Placement Assistance
Community Volunteer Recognition Events

Army Family Action Plan
(580) 442-2039
Identifies Quality of Life Issues and
possible solutions to enhance Total Army Family

Army Family Team Building
(580) 442-2039/2382
Family Readiness, Self-Reliance,
and Leadership Training
Helping Families Understand the Army Life

www.myarmyonesource.com
www.sillmwr.com
www.facebook.com/FortSillACS
www.militaryonesource.com
www.annualcreditreport.com
www.guardfamily.org
www.arfp.org

Advance Station Housing Allowance (ASHA)

If you find you need money for a security deposit or you need assistance paying the first month's rent, one option is to apply for Advance Station Housing Allowance (ASHA).

ASHA is authorized for Soldiers moving into a house or apartment to cover the first month's rent/deposit, and required utility deposits. Department of the Army (DA) Form 4187 must be submitted through the Soldier's chain of command or the In-Out Processing Section for Soldier's that are new to the Installation. A copy of the rental agreement or a Letter of Intent to rent must be attached to verify all associated expenses. After approval by the Commander or In-Out Processing Section, the Soldier is directed to the Defense Military Pay Office (DMPO) to submit DA Form 4187 for processing.

The advance amount is determined based on the Soldier's current prescribed Basic Housing Allowance (BAH) rate, as well as the Soldier's ability to repay the advance, and any pay deductions in place. The ASHA loan cannot exceed a total of (3) months of the Soldier's BAH. Repayment is prorated to be calculated over a (12) month time frame unless separation from services is less than 12 months. If the Soldier moves from rental property prior to completion of the payment, the DMPO will collect the remaining balance in full.

Once the DA Form 4187 is received at with supporting documentation and is approved by DMPO, the average time to receive the funds in the Soldier's bank account is approximately (3) working days.

Permissive TDY (PTDY)

You are required to physically report to the HSO in order to validate PTDY for house hunting purposes. In accordance with AR 600-8-10 Soldiers who are authorized ten (10) days PTDY for house hunting must have the DA form 31 dated, stamped and signed by a member of the HSO staff the first available duty day of the PTDY. Failure to do so will result in the Soldier being charged regular leave for the entire period. The DA Form 31 must be approved by a Lieutenant Colonel or above.

Temporary Lodging Expense (TLE)

TLE is a reimbursable entitlement payable at the gaining station after signing in; reimbursements are up to 10 days when traveling CONUS to CONUS. TLE is for expenses incurred in the vicinity of the old or new permanent duty station, entitlements include the daily lodging rate and subsistence allowance, original paid lodging receipt and one set of PCS orders are required, which are submitted at the local Finance Office/Defense Military Pay Office (DMPO). If you have any questions contact the local DMPO located 4700 Mow-Way Road 1st Floor (Welcome Center).

If you have any questions regarding the above entitlements, please call Customer Service (Finance) @ 580-442-2191.

DES SAFETY MESSAGE – SAFE DRIVING

At Fort Sill safe driving is a must for all who work, reside, or visit our great installation. A critical part of safe driving is to ensure adherence to all posted speed limits. USAFACFS Supplement 1 to AR 190-5, Appendix D (D-3) specifically addresses speed limits when driving on the installation. Appendix D-3 states the following:

SPEED LIMITS Operate vehicles, at all times on the installation, at the posted speed limit or as weather conditions permit, whichever is less.
a. Do not exceed the following speeds except where posted speed limits indicate otherwise.
(1) All roads (including range roads) - 35 MPH.
(2) Parking lots and alleys - 10 MPH.
(3) Family housing areas (including alleys) - 15 MPH.
(4) School zones, during school hours - 15 MPH.
(5) Passing troops in formation - 10 MPH.
b. Military vehicles will not exceed those speed limits specifically prescribed for such vehicles or posted speed limits, whichever is lower.

The Fort Sill Police Department is vigilant in the enforcement of speed and those who violate D-3 above. Leaders/Directors please ensure this message is addressed to all our great Soldiers and civilian employees. Speeding endangers the lives of everyone. So please buckle up, drive the speed limit, and stay safe.

POINTS OF INTEREST

FIREARMS REGISTRATION: All privately owned firearms must be registered at Building 4700, 2nd Floor, Room 231. USAFACFS Reg 190-1, Annex B, outlines proper procedures for storage and transport of firearms on Fort Sill. For additional information, please call 580-442-0136

ACCIDENTS: Report all traffic accidents to the MP station Building 1649. For additional information please call 580-442-2102/2103.

MOTORCYCLES: Operators must wear a Department of Transportation (DOT) helmet and carry a Defensive Driver's Course (DDC) card. The DDC is available at the Post Safety Office, Building 4700 4th Floor, Mow-Way Road. Please call 580-442-4466.

CHILDREN SAFETY/SEAT BELTS: Protect the child, McGruff Safe House, and Project Beware programs are available by contacting Physical Security Branch, 580-442-4967. Use of seat belts is the law in the state of Oklahoma and Fort Sill. Children must be secured in a child restraint seat, which may be borrowed from the ACS Relocation Readiness Program, Lending Closet, Building 4700, 1st Floor, Mow-Way Road. For additional information call 580-442-2360.

USE OF CELLULAR PHONES WHILE DRIVING on the installation is prohibited. You must park your vehicle in a safe authorized area when using your cellular phone. For additional information, contact the Military Police Desk, at 580-442-2103.

OFF-LIMIT AREAS: All wooded areas, fire ranges, impact areas, and bodies of water are off-limits, except for units or personnel with proper authorization.

Local Lodging Accommodations

IHG ARMY HOTELS
www.ihgarmyhotels.com
5676 Ferguson Road
Fort Sill, OK 73503
580.355.4475 *
SMOKE FREE

COMFORT SUITES
www.cslawton.com
201 SE Interstate Drive
Lawton, OK 73501
580.248.2200

HAMPTON INN
www.lawtonsuites.hamptoninn.com
2610 NW Cache Road
Lawton, OK 73501
580.355.8200

HOLIDAY INN EXPRESS
www.ihg.com
209 SE Interstate Drive
Lawton, OK 73501
580.248.4446

BAYMONT INN & SUITES
www.baymontinns.com/lawton
1203 NW 40th Street
Lawton, OK 73505
580.353.5581 *

BEST WESTERN
www.bestwesternlawton.com
1125 E Gore Boulevard
Lawton, OK 73501
580.353.0200 *

MOTEL 6
www.motel6.com
202 SE Lee Boulevard
Lawton, OK 73501
580.355.9765 *

LA QUINTA INN & SUITES
www.lq.com
1408 NW 40th Street
Lawton, OK 73505
580.355.6800 *

SPRINGHILL SUITES
www.marriott.com/lawsh
3 SE Interstate Drive
Lawton, OK 73501
580.248.8500

FAIRFIELD INN & SUITES
www.marriott.com/lawfi
201 SE 7TH Street
Lawton, OK 73501
580.248.5500

CANDLEWOOD SUITES
www.candlewoodsuites.com
940 NW 38th Street
Lawton, OK 73505
580.354.9906 *

SLEEP INN & SUITES
www.sleepinn.com/hotel/ok170
421 SE Interstate Drive
Lawton, OK 73501
580.353.5555 *

APACHE CASINO HOTEL
www.apachecasinohotel.com
2401 E. Gore Boulevard
Lawton, OK 73501
580.248.5905

HILTON GARDEN INN
www.hilton.com
135 NW 2nd Street
Lawton, OK 73501
580.280.2100
SMOKE FREE

DAYS INN
www.daysinnlawton.com
601 NW 2nd Street
Lawton, OK 73507
580.355.7155

HOMEWOOD SUITES
www.lawton.homewoodsuites.com
415 SE Interstate Drive
Lawton, OK 73501
580.357.9800 *

***PET FRIENDLY**

Welcome to the Lawton/Fort Sill Community! Here are the telephone numbers and location of the utility companies and other important services for the Lawton area.

Please contact the utility company for deposit information regarding you off-post residence:

Electric:
AEP/Public Service of Oklahoma
Minimum $100.00 deposit (if required deposit based on credit history and 12 month average usage)
Customer Service – 24 Hours
Toll Free 1-888-216-3523
Pay by Phone 1-800-611-0964

Se Habla Espanol – 24 Horas
Representante de Servicios
Toll Free 1-888-216-3505
www.psoklahoma.com

Gas:
Center Point Energy
$75.00 (if required, based on previous credit history)
Customer Service
http://www.centerpointenergy.com/home
Toll Free 1-866-275-5265
Pay by Phone 1-866-578-7617

Water/Sewer/Garbage:
City of Lawton Revenue Service
Minimum $95.00 deposit based on 12 month average usage
212 SW 9th Street
Lawton, Oklahoma 73501
http://www.cityof.lawton.ok.us/Finance/revsrvc.htm
580-581-3308

Cablevision:
Fidelity Communications
Charges based on services requested
811 SW "D" Ave
Lawton, Oklahoma 73501
http://www.fidelitylawton.com
580-353-2250

Telephone:
AT&T
50.00 advance payment applied to 1st month's bill.
http://www.att.com
1-800-288-2020

Lawton Police Department (LPD)
580-581-3259 or www.crimereports.com (crime statistics)

Legal Assistance
Bldg 4700 Mow-Way Suite 400
Fort Sill, Oklahoma 73503
http://sill-www.army.mil/Jag/legalAssistance.htm
580-442-5058

Corvias MilitaryLiving (On-Post)
Bldg 4700 Mow-Way 3rd Floor
Fort Sill, Oklahoma 73503
http://corviasmilitaryliving.com
580-581-2144

AAFES (Main Exchange)
1718 McComb Road
Fort Sill, Oklhaoma 73503
580-351-0504

Transportation
Bldg 4700 Mow-Way1st Floor (East Entrance)
Fort Sill, Oklahoma 73503
580-442-3824/3600

Finance
Bldg 4700 1st Floor Mow-Way Road
Fort Sill, Oklahoma
580-442-2191

Welcome Transient Operations
4700 Mow-Way Road 1st Floor
Hours of Operation 24 hrs
Fort Sill, Oklahoma
580-442-3217

For additonal utility information see "Quick Reference Guide"

QUICK REFERENCE GUIDE

CHAMBERS OF COMMERCE/ VISITORS BUREAUS

Cache Chamber of Commerce...580-429-4534
www.cacheokcoc.com

Duncan Chamber of Commerce & Industry
911 Walnut Av, Duncan...580-255-3644
www.duncanchamber.com

Duncan Convention & Visitors Bureau
800 Chisholm Trail Pkwy, Duncan...800-782-7167
www.duncanok.org

Lawton Fort Sill Chamber of Commerce
629 SW C Av, Ste A, Lawton...580-355-3541
Or...800-872-4540
www.lawtonfortsillchamber.com

Main Street Duncan, Inc....580-252-8696
www.mainstreetduncan.net

Marlow Chamber of Commerce
Marlow...580-658-2212
www.marlowchamber.org

Walters Chamber of Commerce
116 N Broadway, Walters...580-875-3335

POST OFFICES

Cache
601 S 8th St...580-429-8100

Duncan
802 W Willow Av, Fl 100...580-255-7226

Fort Sill
930 Fort Sill Blvd, Ste 100...580-355-7738

Lawton
501 SW 5th St...580-353-1500
Sheridan Lawton
6601 W Gore Blvd...580-536-3526

Marlow
324 W Main St...580-658-3181

Walters
130 W Colorado St...580-875-3339

For additional information refer to www.usps.com or call 1-800-ASK-USPS (275-8777).

TELEPHONE SERVICE & REPAIR

AT&T
Residential (Service)...800-464-7928
Residential (Repair)...800-246-8464
Business (Service)...800-499-7928
Business (Repair)...800-286-8313
TTY/TDD...800-682-8706
Español...800-559-0050
www.att.com

Bandwidth.com
Business...800-808-5150
www.bandwidth.com

CableONE...877-692-2253
www.cableone.net

CenturyLink...800-366-8201
www.centurylink.com

Chickasaw Telecom, Inc.
Business...800-358-6480
www.chickasawtel.com

EarthLink...800-357-5937
www.earthlink.net

Fidelity Communications...580-699-2020
Repair...866-828-1611
www.fidelitylawton.com

FullTel
Business...877-385-5835
www.fulltel.com

Icon Telecom Inc....405-302-5166
www.icon.net

Level 3 Communications
Business (Service)...877-253-8353
Business (Repair)...877-453-8353
www.level3.com

Medicine Park Telephone Company...580-529-2700
www.mptelco.com

Pioneer Telephone Cooperative...888-782-2667
www.ptci.com

Santa Rosa Telephone Cooperative, Inc.
Residential...888-886-2217
www.santarosatelco.com

Southern Plains Cable...800-218-1856
www.spcisp.net

Vonage...866-330-2199
www.vonage.com

Windstream
Residential...800-347-1991
Business...800-843-9214
Repair...800-782-6206
www.windstream.com

TRANSPORTATION

AMTRAK...800-872-7245
TDD/TTY...800-523-6590
Ardmore Station
251 E Main St
Norman Station
200 S Jones Av
Pauls Valley Station
S Santa Fe St & E Paul Av
Purcell Station
E Main St & N Santa Fe Av
www.amtrak.com

Greyhound...800-231-2222
Accessibility Assistance...800-752-4841
TDD/TTY...800-345-3109
Español...800-531-5332
Lawton Station
228 SW B Av...580-353-1010
Oklahoma City Station
427 W Sheridan...405-235-6425
Pauls Valley Station
215 W Paul St...405-238-2842
www.greyhound.com

Lawton Area Transit System
611 SW Bishop Rd, Lawton...580-248-5252
TTY...580-248-3940
www.ridelats.com

Lawton - Ft. Sill Regional Airport (LAW)
3401 SW 11th St, Lawton...580-353-4869
www.flylawton.org

UTILITIES

Cable

CableONE...877-692-2253
www.cableone.net

Fidelity Communications...580-699-2020
Repair...866-828-1611
www.fidelitylawton.com

Pioneer Telephone Cooperative...888-782-2667
www.ptci.com

Southern Plains Cable...800-218-1856
www.spcisp.net

Electric

Cotton Electric Cooperative, Inc....580-875-3351
Or...800-522-3520
Duncan Area...580-255-5065
www.cottonelectric.com

Duncan Power...580-252-0250
www.duncanpower.com

Public Service Company of Oklahoma/AEP...888-216-3523
Español...888-216-3505
www.psoklahoma.com

Garbage/Recycling/Refuse/Waste

Cache
City Hall...580-429-3354
www.cacheok.com

Duncan
City Hall...580-252-0250
www.cityofduncan.com

Fort Sill
Housing Office...580-581-2100
www.sillpicerne.com

Lawton
Billing/Accounts...580-581-3308
Solid Waste Services...580-581-3413
www.cityof.lawton.ok.us

Marlow...580-658-2211

Walters...580-875-3337
www.waltersok.us

Gas

CenterPoint Energy...866-275-5265
24-Hour Emergency Reporting...888-876-5786
www.centerpointenergy.com

Oklahoma Natural Gas...800-664-5463
Gas Leak or Emergency...800-458-4251
www.oklahomanaturalgas.com

Sewer/Water

Cache
City Hall...580-429-3354
www.cacheok.com

Duncan
City Hall...580-252-0250
www.cityofduncan.com

Fort Sill
Housing Office...580-581-2100
www.sillpicerne.com

Lawton
Billing/Accounts...580-581-3308
Water Main Breakage...580-581-3411
www.cityof.lawton.ok.us

Marlow...580-658-2211

Walters...580-875-3337
www.waltersok.us

WELCOME TO LAWTON/FORT SILL . . . HERE ARE SOME LINKS THAT YOU MAY FIND USEFUL. FORT SILL HOUSING LINK- http://sill-www.army.mil/USAG/dpw/Housing.html

School Information

Find the right school	**www.greatschools.net**
Lawton Public Schools	**http://www.lawtonps.org**
Army child, Youth & School Services	**http://www.sillmwr.com/child-youth-school-services**

Housing Information

Army Housing Online User Services	**https://www.housing.army.mil/ah/**
The National Landlord Tenant Guides	**www.rentlaw.com**
Home Listings	**www.mil-homes.com**
Homes for sale and apartments for rent	**www.move.com**
Find the perfect rental	**www.rentals.com**
Find Homes for Sale	**www.justlisted.com**
Buying or selling smart	**www.MilitaryMovingStation.com**
The Apartment Directory online	**www.apartmentdirectory.com**
Lawton Board of Realtors	**www.lawtonboardofrealtors.org**

Public Transportation

Lawton Area Transit System	**http://www.ridelats.com**

Lawton/Fort Sill Community Information

Army Community Service	**http://www.sillmwr.com/soldier-family-programs-2**
Reynolds Army Community Hospital	**http://www.rach.sill.amedd.army.mil**
AKO Army Knowledge Online	**https://www.us.army.mil**
Local News Channel	**http://www.kswo.com/**
Lawton Information	**http://www.city-data.com/city/Lawton-Oklahoma.html**
Local Newspaper	**http://www.swoknews.com/index.asp**
Military News, All the Benefits of Service	**http://www.military.com**
Crime Reports	**www.crimereports.com**
Lawton Fort Sill Chamber of Commerce	**http://www.lawtonfortsillchamber.com**

License and Tag Information

OK Department of Public Safety/Drivers License	**http://www.dps.state.ok.us**
Oklahoma Tag Offices	**http://www.tax.ok.gov/mla/tag-lawton.html**

Utilities

American Electric Power	**http://www.aep.com/**
Center Point Energy (Gas Service)	**http://www.centerpointenergy.com/home**
Fidelity Cablevision Communications	**www.fidelitylawton.com**
AT&T Residential Home Phone Service	**http://att.com**
City of Lawton, Trash & Water Service	**www.cityof.lawton.ok.us**

PUBLIC SCHOOLS

Bishop School District
2204 SW Bishop Road
Lawton, OK
http://www.bishop.k12.ok.us
580-353-4870

Cache Independent School District
102 East H Avenue
Cache, OK
http://www.cache.k12.ok.us
580-429-3266

Central High Independent School District
RR 3
Marlow, OK
http://www.central.k12.ok.us
580-658-6858

Comanche Independent School District
1030 Ash Avenue
Comanche, OK
http://chs.cpsok.org
580-439-2900

Duncan Independent School District
1706 W Spruce Avenue
Duncan, OK
http://www.duncanps.org
580-255-0686

Elgin Independent School District
Hwy 17 & Mighty Owl Avenue
Elgin, OK
http://www.elginps.org
580-492-3663

Fletcher Independent School District
108 W Hormaday Street
Fletcher, OK
http://www.fletcherschools.org
580-549-6027

Flower Mound School District
2805 SE Flower Mound Road
Lawton, OK
http://www.flowermound.k12.ok.us
580-353-4088

Geronimo Independent School District
800 West Main Street
Geronimo, OK
http://www.geronimo.k12.ok.us
580-355-3160

Indiahoma Independent School District
307 Chebahtah Street
Indiahoma, OK
http://www.indiahoma.k12.ok.us
580-246-3333

Lawton Independent School District
753 NW Fort Sill Boulevard
Lawton, OK
http://www.lawtonps.org
580-357-6900

Marlow Independent School District
510 W Main Street
Marlow, OK
http://www.marlow.k12.ok.us
580-658-2719

Sterling Independent School District
400 S Tiger Street
Sterling, OK
http://www.sterling.k12.ok.us
580-365-4307

PRIVATE SCHOOLS

Lawton Christian School
#1 NW Crusader Drive
Lawton, OK
http://www.lcscrusaders.com
580-536-6885

Lawton Academy of Arts & Sciences
1911 NW 72nd Street
Lawton, OK
http://www.lawtonacademy.net
580-536-2972

St. Mary's Catholic School
611 SW A Avenue
Lawton, OK
http://www.stmaryslawtonok.com
580-355-5288

Trinity Christian Academy
902 SW A Avenue
Lawton, OK
http://www.tcalawton.org
580-250-1900

UNIVERSITY

Cameron University
2800 West Gore Boulevard
Lawton, OK
http://www.cameron.edu
580-581-2200

Fort Sill Education Center
4700 Mow-Way Road 5th Floor
Fort Sill, OK
http://sill-www.army.mil/USAG/DHR/education_center.html
580-442-3201

VOCATIONAL SCHOOL

Great Plains Technology Center
4500 West Lee Boulevard
Lawton, OK
http://www.greatplains.edu
580-355-6371

U.S. Army Child, Youth & School Services

ARMY CHILD, YOUTH & SCHOOL (CYS) SERVICES

Parent Central Services Office Registration Checklist

Children/youth must be fully registered before they can use any CYS Services programs.
Contact Parent Central Services & Outreach Office to set up an appointment to complete your registration.
0800-1500
Limited "walk-in" services may also be available.
One-Stop bldg 4700 Mow-Way RD North entrance
580-442-3486/3927

To expedite the registration process, please have the following information available.

ITEMS / INFORMATION TO BRING TO YOUR REGISTRATION APPOINTMENT:

□ **Sponsor's Social Security Number** [Needed for Child Care Tax Credit, USDA funding, medical service identifier.DOD fee sheet Patron privacy is protected.]
□ **Proof of Child Eligibility** (i.e. Legal Guardianship papers or Child Military ID Card)
□ **Parent(s) Home and Work Information** (Need street address, mailing address [if different], military unit or employer name, primary/alternate phone numbers)
□ **Email Addresses** (Need AKO email address and any private accounts you regularly check)
□ **Proof of Parent(s) Income** (i.e. Leave & Earnings Statements / Pay Vouchers. If spouse is full time student, bring proof of school enrollment) (Needed to determine DOD Fee Category for child care/school age fees)
□ **Local Emergency and Child Release Designees** (minimum of 2) (Need names/phone numbers we can contact or release your child to in an emergency situation if we are unable to reach you)
□ **Family Care Plan Short-Term Release Designee** (Required for single/dual military and single/dual deployable civilian families) (Need name, address, phone numbers of designee) [Due within 30 days]
□ **Child's Official Shot Record**
□ **Deployment Orders** (Families of deployed individuals can obtain Army Family Covenant discounts and benefits with proof of deployment)

FORMS COMPLETED BEFORE / DURING / AFTER YOUR VISIT:

□ **Child Health Assessment** (CYSS Health Form Parts A, B & C {or Part A + School Physical}) [Due within 30 days]
□ **Sports Physical** (CYSS Health Form Parts A,B & C) [Due before participation in all sports activities]
□ **USDA Income Eligibility Form** (Allows us to receive additional funding to support meals/snacks provided)
□ **DOD Child Care Fee Application** (To evaluate household income for eligibility for reduced fees)
□ **Health Screening Tool** (To record/evaluate child's allergies, medical/physical conditions, etc.)
□ **Medical Action Plan (MAP)** (Only needed if a child is diagnosed with allergies, diabetes, asthma/respiratory, or seizures that require staff to give rescue medication and a copy prescription label).

ASK ABOUT SPECIFIC CYS SERVICES PROGRAMS AVAILABLE AT YOUR GARRISON – POSSIBILITIES INCLUDE:

- Full/Part Day Child Care - Vacation Camps - Middle School/Teen Activities or wanting to become a FCC provider
- Part Day Preschool - EDGE! Partnership Activities - Youth Sports
- Hourly Care - imAlone - SKIESUnlimited Classes, Kids on Site, Parent Participation
- Before/After School Care - Home School Support - HIRED! Youth Apprenticeships and many more

611 SW Bishop • PO Box 286 • Lawton, OK 73502 • ph. 580-248-5252 • fax 580-248-7003

Welcome Aboard Lawton Area Transit System
LATS

LATS is pleased to continue a tradition of providing quality public transportation for the residents of Lawton/Ft. Sill, Oklahoma. As our fleet of buses rolls through the community, our drivers and staff will roll out the red carpet to give you a safe, clean, affordable, and comfortable commute.

HOURS OF OPERATION

LATS' Fixed Route System operates from 6:00am to 7:00pm, Monday-Friday and 9:00am-9:00pm on Saturdays. There is no service on Sundays.

FREQUENCY OF SERVICE

LATS fixed route system operates hourly during normal business hours. Each route begins and ends at the Downtown Transfer Center located at 4th & "B" Avenue.

NOTE: The Orange Route, which services Fort Sill may be delayed or temporarily discontinued without any notice due to security requirements. Fort Sill controls all security measures related to passengers entering its installation and may deny access to any passenger onto the installation.

HOLIDAY SCHEDULE

LATS does not provide service on Sundays or the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

LOST AND FOUND

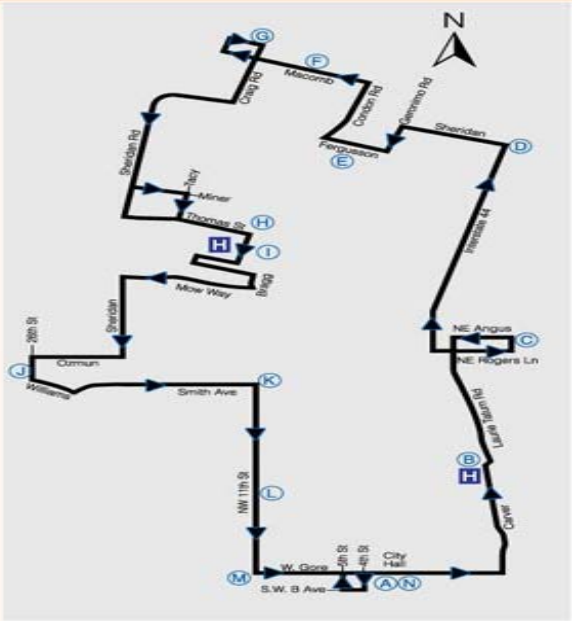
If you find a lost item on the bus, please give it to the operator. If you leave an item on a Fixed Route bus, please call LATS at 580-248-5252 or TTY 580-248-3940 (for hearing impaired) LATS keeps items for 30 days. After 30 days, the items are donated to either the Salvation Army or Goodwill.

LAWTON FORT SILL CHAMBER MEMBER

Welcome Aboard Lawton Area Transit System LATS

611 SW Bishop ☐ PO Box 286 ☐ Lawton, OK 73502 ☐ ph. 580-248-5252 ☐ fax 580-248-7003

ORANGE ROUTE 1 COUNTER CLOCKWISE



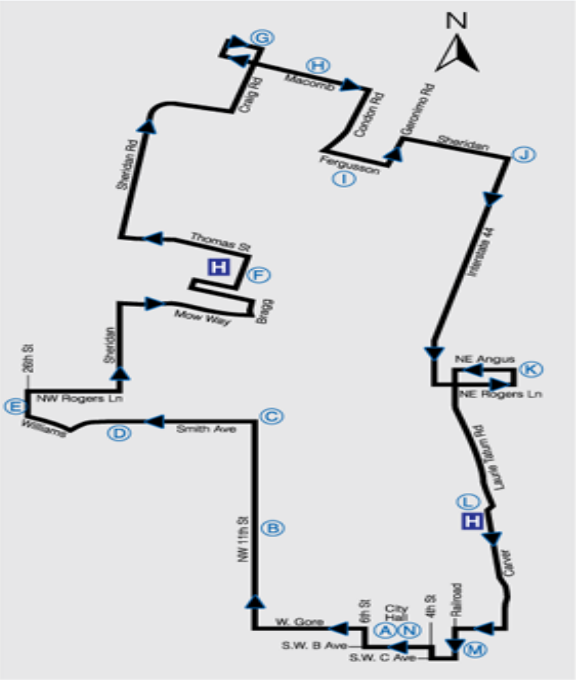
Hours Of Operation
Monday - Friday 6am - 7pm
Saturday 9am - 9pm
Closed Sundays

ROUTE INFORMATION

A	Depart Transfer Center	:00
B	Indian Hospital	:08
C	Pioneer Park	:10
D	Enter - Key Gate	:15
E	Allin/Aultman Hall	:18
F	Commissary	:22
G	P/X	:23
H	V/A Clinic	:29
I	Reynolds Hospital	:32
J	26th & Lindy	:37
K	Smith & Fort Sill Blvd	:45
L	Lawton High	:47
M	Gore & Fort Sill Blvd	:49
N	Arrive Transfer Center	:53

580-248-5252
www.RideLATS.com

ORANGE ROUTE 2 CLOCKWISE



Hours Of Operation
Monday - Friday 6am - 7pm
Saturday 9am - 9pm
Closed Sundays

ROUTE INFORMATION

A	Depart Transfer Center	:15
B	Lawton High School	:20
C	Smith & Fort Sill Blvd	:24
D	Sheridan & Smith	:26
E	26th & Lindy	:29
F	Reynolds Hospital	:35
G	P/X	:42
H	Commissary	:43
I	Allin/Aultman Hall	:47
J	Exit - Key Gate	:50
K	Pioneer Park	:55
L	Indian Hospital	:59
M	Railroad & B Ave	:02
N	Arrive Transfer Center	:05

580-248-5252
www.RideLATS.com

ORANGE ROUTE SERVICES FORT SILL

City of Lawton
Animal Welfare Division

)ffic Office - 2104 South 6th Street
Office: (580) 581-3219
Lawton, Oklahoma 73501
Fax: (580) 581-3506

GENERAL INFORMATION SHEET

Hours of Operation: 11:00 a.m. to 6:00 p.m., Tuesday thru Friday
10:00 a.m. to 2:00 p.m., Saturday (Closed from 1 to 2 for lunch on weekdays)

You must be at least 18 years old or older in order to complete any transaction with the Lawton Animal Welfare Division.

FREQUENTLY ADDRESSED VIOLATIONS:

Licensing:

All dogs and cats that live within the city limits of Lawton are required to be licensed. City licenses are available from the Lawton Animal Shelter, 2104 SW 6th Street. An "A" license will be issued for dogs and cats that have been spayed or neutered. The fee for this license is $15.00 (no charge for Senior Citizens age 65 & older). There is no renewal fee as long as the license is validated every year.

A "B" license will be issued for dogs and cats that have not been spayed or neutered. The fee for this license is $100.00 with an annual renewal fee of $75.00. (Senior Citizens are not exempt from this fee). Licenses must be validated every year during the anniversary month that the license was issued.

Proof of current rabies vaccination is required to purchase and/or validate each license.

Article 5-5 Section 5-5-501

Number of Animals Permitted:

You are allowed three (3) dogs or cats or any combination thereof. You may own up to seven (7) dogs and/or cats, or any combination thereof, over the age of six (6) months. However, you must obtain a Special Handler's License for each dog or cat over the limit of three (3). The fee for this license is $50.00 per year per unaltered animal. The fee for an altered animal is $50.00 and is a one-time fee.

Article 5-5 Section 5-5-501 B-2

Control of Animals Required:

It is unlawful for any owner or person to permit any animal to run at large. Any dog or **cat** that is not confined and not under the actual physical control of its owner, leaseholder or keeper, will be presumed to be running at large. Any animal found at large within the city limits shall be impounded by the Animal Welfare Officer and taken to the animal shelter. The Animal Welfare Officer may cite the owner of such dog or cat to appear in Municipal Court. Fines for running at large are a minimum of $100.00 for the first offense, $150.00 for the second offense and $200.00 for the third and any consecutive offenses. Upon the second impoundment, it is mandatory for the animal to be spayed or neutered. (*Section 5-1-118 D)*

Article 5-1 Section 5-1-115

Chaining:

No person shall, at any time, fasten, chain or tie any dog. Should you have a confinement issue with your pet, you should consider erecting an escape-proof enclosure. Minimum requirements for the enclosure are outlined in the definitions in *Section 5-1-101 A-36* of the city code.

Article 5-1 Section 5-1-120 H

Sterilization Spay/Neuter and Breeding/Advertising/Transfer Permits:

Each year, thousands of dogs and cats are euthanized by the city because they are unwanted. In an effort to combat this situation, ordinances have been put in place to limit the breeding of dogs and cats and to ensure that those that are advertised for sale or given away are sterilized.

Owners who wish to breed their dog or cat and meet the requirements of the breeding/advertising/ transfer (BAT) permit may apply for such permit through the Animal Welfare Division. The holder of the permit would be authorized to breed, sell, trade, advertise or transfer ownership of no more than one litter per licensed animal per year. A (BAT) permit must be obtained by, but not limited to persons wishing to breed their dog or cat, persons wishing to advertise the sale or give away of an unaltered dog or cat, persons who intentionally or unintentionally cause or allow the breeding of a dog or cat.

Article 5 Section 5-1-105 and Section 5-1-106

The fine for the violation of this ordinance is $500.00.

Property owner Fencing/Enclosure Requirement:

Property owners allowing tenants to have dogs on their premises must provide an adequate enclosed space to secure the animal. *Article 5 Section 5-1-120 J*

Impoundment of Animal:

Impound fees are assessed and based on compliance with all or none of the following requirements: spay/neuter/rabies/licensing. Impound fees range from as little as $7.00 up to $222.00 for the initial impoundment and increase $7. a day for boarding. Strays are held for 72 hours to give an owner a chance to locate their missing pet. If not claimed in that time period animals are assessed and placed for adoption if selected. The 72 hours does not include the day the animal is impounded or Sundays, Mondays, and holidays.

All fees associated with payouts, impoundments, licenses/permit sales, etc., are cash only.

These and other city codes may be found on the City of Lawton web site at: **www.cityof.lawton.ok.us**

FEES

Unless an owned animal is deceased, Animal Welfare Officers do not provide services to come out and pick up animals that are no longer wanted. Owners may relinquish ownership of their pets during working hours at the Animal Welfare Division located at 2104 South 6th street. The fees to relinquish an animal are between $10 to $30 dollars per pet. If a pet has passed away, Officers will pick them up for a fee of $20 if the owner is a senior citizen the fee is $5. Pet owners may also take their deceased pets to the landfill for no charge.

During Stand-by Shift (s) the officer on duty will respond to emergency calls only. These will be limited to the following:

1. **Bite incident**
2. **Injured Animal**
3. **Livestock loose on or near the street, highway, or interstate (confirmed by LPD Officer)**
4. **PHYSICAL attack by an animal, on a human, or another animal (confirmed by LPD Officer who is standing by) (Once an LPD Officer arrives at the scene of what is considered an attack, and requests an AW Officer, AW will respond).**
5. **Animal in a trap (Between the hours of 0800 and 1700)**
6. **Reports of people selling dogs/cats in parking lots, or on sidewalks (per 5-1-106 sec. H)**
7. **Chained, tied, or tethered dog, when in distress, or can't reach water**
8. **LPD/LFD request AWO assistance (LPD/LFD will limit these requests to situations that fall within our stand-by guidelines. That being said, AW Officer will respond to all requests for assistance from any LPD/LFD Officer).**
9. **Reptiles/Snakes (In Residence)**
10. **Animal in distress during inclement weather (officer discretion)**

Current stand-by hours: Weekdays- 1700 – 0730
Weekends-Saturday-0800 – 1200 and Sunday -0800 -1130 (all calls, officers discretion to cut off and shift to emergency calls any time in this timeframe) all other weekend hours are emergency calls only.

TORNADO INFORMATION

When a tornado is coming, you have only short amount of time to make life-or-death decisions, Advance planning and quick response are the keys to surviving a tornado.

DIFFERENCE BETWEEN TORNADO WATCH AND TORNADO WARNING

Tornado Watch: Issued to alert people to the possibility of tornado development in your area.

Tornado Warning: Issued when a tornado has actually been sighted or is indicated by radar.

WHAT TO DO

Tornado Warning:

- Signal in Lawton, Oklahoma is a 3-minute siren blast.
- KCCU Radio (89.3 or 102.7) and KSWO-TV (Channel 7) will simulcast.
- Monitor the TV or Listen to the radio.
- Meaning - A tornado has been sighted or is developing in the immediate area.
- Action - Seek shelter immediately!

Inside Shelter:
Storm Cellar, Basement, Center of house in closet under table, bed or mattress.
NEVER stay in a mobile home; seek other shelter!

Outside Shelter: Lie flat in a ditch or culvert (watch for flooding).

During a Tornado Watch:

Monitor KSWO TV
Listen to KCCU 89.3 or 102.7
Watch the sky
Listen for siren

Have a flash light, portable radio and blankets handy
DO NOT CALL 911 unless it is an emergency
No all clear siren will sound

Storm Protection Areas / Lawton:

- There are no Public Storm Shelters within the city limits. Please take the proper precautions mentioned above in case of severe weather.

Storm Protection Areas / Fort Sill:

- Reynolds Army Community Hospital, (Building 4301) is open 24 hours a day (Emergency room entrance, east side). Is a tornado warning has been given and you feel shelter is required for your family, go to the basement of Reynolds Army Hospital.
- Snow Hall, (Building 730) North entrance is open 24 hours a day.

Contact your local emergency management office or American Red Cross chapter for more information on tornadoes.

Move-In Inspection Checklist

	Clean Y or N	**Repairs Needed**		**Clean** Y or N	**Repairs Needed**
Kitchen			**Bedroom #1**		
Doors			Doors		
Walls			Walls		
Floor			Floor/Carpet		
Stove			Electric Fixtures		
Refrigerator			Closet/Shelves		
Counter Tops			Furniture		
Sink			Window		
Electric Fixtures					
Window			**Bedroom #2**		
Cabinets			Doors		
Furniture			Walls		
Other			Floor/Carpet		
			Electric Fixtures		
Bathroom			Closet/Shelves		
Doors			Furniture		
Walls			Window		
Floor					
Toilet			**Bedroom #3**		
Basin			Doors		
Tub/Shower			Walls		
Electric Fixtures			Floor/Carpet		
Window			Electric Fixtures		
Cabinet(s)			Closet/Shelves		
			Furniture		
Living Room			Window		
Doors					
Walls			**Other**		
Ceiling			Screens		
Floor/Carpet			Blinds		
Electric Fixtures			Porch		
Closet/Shelves			Stairs		
			Smoke Detectors		
Dining Room					
Doors					
Walls					
Floor/Carpet					
Electric Fixtures					
Closet/Shelves					
Window					
Furniture					

Tenant _____ (date) Landlord or representative _____ (date)

RENTERS INSURANCE

Protect your apartment or rental house – and your possessions – with renters insurance.

Renters insurance covers damages to your possessions when you rent rather than own your home.

What is Renters Insurance?

If you rent rather than own your home, having insurance protection for yourself and your possessions is still important. Renters insurance protects you in situations that everyone can face: fire, theft, water damage and other unforeseen circumstances and situations your landlord's owner's policy doesn't cover.

Renters insurance typically provides coverage, up to the limits you select, for specified items and situations, including:

- **Personal property (furniture, electronics, computer equipment, clothing, etc.)**
- **Personal liability if someone is hurt, whether in your home or away from it.**
- **Damage to your apartment or home caused by a covered loss**

  Imagine going to dinner or a special family get-together, and when you return home, you're greeted by the flashing lights of police cars and fire trucks. Building fires and damage can happen anytime, anywhere, but with proper renters insurance, your personal property inside your apartment will generally be covered if they're affected by any of the following:

- **Fire**
- **Smoke damage**
- **Theft**
- **Collapse of the building due to weather**
- **Water leakage or overflow**
- **Freezing of plumbing, air conditioning and more**

Renters insurance will protect you from incidents that occur while you're at home, too, such as a toaster catching on fire or a friend slipping and falling while visiting you. Renters insurance provides coverage for your own items, and it provides coverage for other people's injuries or damages in situations for which you're liable, as well.

You can't rely on your landlord's insurance to cover your valuables. Landlord insurance only covers the building structure and not your personal property.

Renters insurance, sometimes referred to as an HO4 policy, can provide the financial protection you need in case your possessions are destroyed or stolen, as well as liability protection if someone is hurt in your dwelling.

MOVING NOTICE

TO:

_____
(Landlord's Name)

_____
(Landlord's Address)

_____
(City, State, Zip)

FROM:

_____
(Tenant's Name)

_____
(Rental Address)

_____
(City, State, Zip)

You are hereby notified that I will be moving and our rental agreement will terminate as of _____ (date).

Please return my security deposit to me at the address listed below.

Date: _____

_____
(Tenant's Signature)

_____
(Mailing Address)

_____
(City, State, Zip)

FOR USE BY OWNER / AGENT

I certify that I am the legal owner or owner's agent of the above property and that I have received this MOVING NOTICE.

_____
Signature of Owner or Agent

_____
Date Received

Residential Lease Termination (50 U.S.C. App. § 535)

The Servicemembers Civil Relief Act (SCRA) permits a Servicemember to terminate a lease agreement under certain circumstances.

For residential, professional, business, agricultural, or similar leases, a Servicemember may terminate the lease agreement, without penalty, in the following circumstances:

- Upon receipt of military orders for a change of permanent station (*i.e.*, PCS orders);
- Upon receipt of military temporary change of station orders to deploy with a military unit or as an individual in support of a military operation for a period of not less than ninety (90) days; or
- If the individual enters military service *after* entering into the lease agreement (*e.g.*, enlists *after* entering into a lease).

To terminate the lease agreement, the Servicemember must deliver to the lessor/landlord written notice of termination *and* a copy of official military orders *or* a notification, certification, or verification from the Servicemember's commanding officer with respect to the Servicemember's current or future military duty status. Verbal notice is *not* sufficient. Delivery of the written notice may be accomplished in a number of ways, including hand deliver, private business carrier, or by certified mail with return receipt requested. In all circumstances, the Servicemember should obtain some proof that the lessor/landlord received the written notice and the date upon which receipt occurred.

Where the residential lease agreement is a joint lease, the SCRA protects Servicemembers' dependents. That is, a dependent's lease obligation terminates along with the Servicemember's obligation. A lessor/landlord may *not* hold dependents liable on a joint residential lease.

The effective date of termination is determined as follows:

- For leases requiring monthly rental payments, the termination becomes effective 30 days after the first date on which the next rental payment is due subsequent to the date when the notice of termination is delivered. For example, if the rent is due on the first day of each month, and notice is mailed on August 3, then the next rental payment is due and payable on September 1. The effective date of termination would be October 1 – 30 days from September 1.
- For all other leases, termination becomes effective on the last day of the month following the month in which proper notice is delivered. For example, if the lease requires a yearly rental and proper notice of termination is given on July 20, the effective date of termination would be August 31.
- A Servicemember is only required to pay rent for those months *before* the lease is terminated. If rent has been paid in advance, the lessor/landlord must prorate and refund the unearned portion. If a security deposit was required, the lessor/landlord must return the security deposit to the Servicemember upon termination of the lease without penalty. This means that a lessor/landlord may *not* assess any early termination fees or penalties against the security deposit; however, if the Servicemember caused damages to the property, those damages may be deducted from the security deposit provided proper notice and itemization.

Note: This information relates to residential, professional, business, agricultural, or similar leases only. For questions or concerns related to residential leases, as well as any other type of lease, please seek guidance from your Legal Assistance Office.

MILITARY CLAUSE ADDENDUM TO LEASE

THE FOLLOWING MILITARY CLAUSE IS AN ADDENDUM TO THE LEASE AGREEMENT BETWEEN NAME OF OWNER'S REPRESENTATIVE AND NAME OF LESSEE DATED.

1. The lease agreement dated _____ between _____ and _____ may be terminated by the lessee if the lessee is a member of the military and a lease of premises occupied, or intended to be occupied, by a servicemember or a servicemember's dependents for a residential, professional, business, agricultural, or similar purpose if---

a) the lease is executed by or on behalf of a person who thereafter and during the term of the lease enters military service; or
b) the servicemember, while in military service, executes the lease and thereafter receives military orders for a permanent change of station or to deploy with a military unit or as an individual in support of a military operation for a period of not less than 90 days.

2. The lessee agrees to give at least thirty (30) days written notice of the intent to vacate the premises. This notice shall be accompanied by a copy of official orders which confirm that one of the circumstances described in 1(a) through 1(c) have been met.

4. The provisions of this addendum shall have precedence over any conflicting provisions in the lease.

DATE_____ LESSOR_____

DATE_____ LESSEE_____

DATE_____ LESSEE_____

NOTE: THIS ADDENDUM SHOULD BE EXECUTED (SIGNED AND DATED) BY ALL PARTIES ON THE SAME DATE THE LEASE AGREEMENT IS EXECUTED.

LEGAL AID SERVICES OF OKLAHOMA, INC.

Making Equal Justice for All a Reality

Housing Discrimination

by: Legal Aid Services of Oklahoma, Inc.
323 SW "C" Ave., Lawton, Oklahoma 73501
(580)248-4675 or (800) 850-5950

"The work that provided the basis for this publication was supported by funding under a grant with the U.S. Department of Housing and Urban Development. The substance and findings of the work are dedicated to the public. The author and publisher are solely responsible for the accuracy of the statements and interpretations contained in this publication. Such interpretations do not necessarily reflect the views of the Federal Government."

The Federal Fair Housing Act prohibits the denial of housing to a person based on the person's membership in one or more of the classes protected under the Act. The protected classes are race, color, religion, national origin, sex, familial status, and handicap. It is therefore illegal to discriminate against a person in the provision of housing because of a person's membership in a protected class in the following situations:

- the sale or rental of most housing;
- the terms, conditions, privileges of sale or rental, or provision of services or facilities in connection with the sale or rental of most housing;
- the advertising of a sale or rental of housing;
- the representation of the availability of housing for rental or sale;
- the provision of reasonable modification to a dwelling for persons with a handicap at that person's expense when necessary for the full use and enjoyment of the dwelling;
- the provision of reasonable accommodation to the rules, policies, practices or services when necessary to provide persons with a handicap the equal opportunity to use and enjoy the dwelling;
- the financing or refinancing of housing; and,
- the provision of real estate brokerage services.

In addition, it is illegal to coerce, intimidate, threaten or interfere with a person in the exercise of enjoyment of rights provided or protected by the Fair Housing Act or because a person aided others to enjoy rights provided or protected by the Act.

Examples of illegal discrimination under the federal Fair Housing Act based upon protected class membership are:

If you feel that you have been discriminated against in a housing situation, please contact us at the address or phone numbers above. Your response to us will be kept confidential.

Reasonable Accommodation

Denial of a reasonable accommodation to the rules and regulations of rental so that the person with a handicap may have equal opportunity to use and fully enjoy their unit.

"It's against the rules to have another person live with you, even though there is enough room and the person is necessary to help you with your health needs."
"You must stay in this unit even though there is a condition that impacts your health or the health of your family."

Reasonable Modification

Refusal to permit a reasonable modification to the unit at the expense of the person with a handicap, so that the person may have full enjoyment of the unit.

"You may not install grab bars in the bathroom."

False denial of availability.

Advising that there are no available units because of class membership when, in fact, there are.

"Sorry we just rented the last unit."

Refusal to deal.

Refusing to rent, sell--or even negotiate--with a person because of class membership.

"We don't rent to Jews." or "We don't sell to families with children."

Discriminatory terms and conditions and provision of services or facilities.

Giving less favorable terms in sales or rental agreements because of class membership.

"The rent is $200 higher for persons with a handicap or persons with friends with a handicap."

Discriminatory Advertising.

Indicating any preference, limitation or discrimination because of class membership.

"No African Americans need apply." "No kids."

Financial Discrimination

Occurs when lenders, including banks, savings and loan associations, insurance companies, and others deny any type of home loan for discriminatory reasons or give less favorable loan terms because of class membership.

"Minorities must not be charged higher interest on loans than similar white homeowners."

Blockbusting.

Persuading a homeowner to sell by stating or implying that minority homeowners moving into the area will cause the property values to decline.

"Why don't you let me sell your house? After all, with your minority neighbors moving in, if you don't sell soon, your property value will go down."

If you feel that you have been discriminated against in a housing situation, please contact us at the address or phone numbers above. Your response to us will be kept confidential.

Fort Sill Housing Services Office
Complaint Form

Today Date: _____

Name: _____ Telephone#:_____

Complaint Initiator: Tenant_____ Property Manager: _____
Address: _____ Telephone: _____
_____
_____

Military Unit: _____Duty Phone: _____Last 4 SSN_____

Complaint:_____
_____
_____
_____
_____
_____
_____

Signature_____

HSO Staff Member: _____Date:_____

Contact Made: _____

Date Closed/Resolved:_____
_____
_____
_____
_____
_____
_____
_____

How Do I Get My Security Deposit Back
by: Legal Aid Services of Oklahoma, Inc.

Getting Your Security Deposit Back

The first step toward getting your security deposit back is to give your landlord a written notice. The best time to request your deposit is when you notify the landlord that you are moving. Usually, you provide that notice at least 30 days before you plan to move. In your notice, you should tell the landlord that you are asking for your deposit back. In addition, you should give the landlord an address where you can receive mail. If you are moving and don't know the new address, provide another address, like the address of a relative. **Be sure to make a photocopy of the notice and save it.** You are not entitled to get your deposit back before you move. Your landlord is allowed to inspect the place after you move, and to make repairs. Within 30 days after you move and give notice, the landlord either must return your entire deposit, or send you a list of the reasons for keeping all or part of your money. You are not responsible for problems that existed when you moved in or for normal wear and tear. The landlord can deduct from your deposit for past-due rent and for certain damages and repairs. You are required to pay for damages you, your family, or guests caused on purpose or by not being careful.

What do I do if the landlord won't give my security deposit back?

If the landlord does not respond to your notice within 30 days, or if the landlord sends you a list of charges that you do not believe are justified, you must take further steps to recover your money. The two best ways to get your money back are through mediation or Small Claims Court.

Mediation

Mediation is a process where you and the landlord try to work out your dispute without going to court. A trained, neutral mediator will sit down with you and your landlord and try to help you reach a settlement. Mediation is inexpensive and, where both sides agree to try it, it is often very effective. To find a court sponsored mediation program near you call this toll free number: 877-521-6677. Each county in Oklahoma has an Early Settlement Mediation program. You can also visit the Oklahoma Supreme Court Network web site at http:\\www.oscn.net and look under "other links."

Small Claims Court

Small Claims Court is available for people seeking to sue for small amounts of money, like security deposits. You can only use Small Claims Court for cases involving amounts under $6,000.00. It is like "People's Court," you do not have to have an attorney. Small Claims Court can be less expensive than other courts, and the steps you have to take are less complicated.

Here is a Sample of letter to sent your landlord requesting your security deposit back. Be sure to keep a copy of your letter.

March 30, 2006 (be sure to date the letter)

How Do I Get My Security Deposit Back
by: Legal Aid Services of Oklahoma, Inc.

John Q. Landlord

Please return my security deposit to me at the following address:

Jane Doe
1111 W. 111th St.
Tulsa, OK 74111

Please direct all correspondence to that address also. Thank you.

Signed: [Jane Doe]

Small Claims Court

To file in Small Claims Court, you must complete forms supplied by the court clerk at your local courthouse. To complete the forms, you will need the name and address of your landlord. Once you have completed the forms, you must pay the filing fee and send the papers to the opposing party.

The cost of notice depends on how you send the papers. The clerk can explain the options and costs and how to file a "Pauper's Affidavit" if you cannot afford the costs. The clerk will set a hearing at some time 10 days to 30 days after you file your lawsuit.

At the hearing, you must show the judge a copy of **your written request** for the return of your deposit. You must also show that you have waited 30 days after the date of your letter for the landlord to respond or give you your security deposit back. If the landlord sent you a response, show it to the judge. The judge will then let the landlord explain the reasons for keeping the deposit.

If the judge rules in your favor, he or she will enter an order granting you a certain amount of money, including your court costs. Hopefully, the landlord will then pay you voluntarily. If not, you must take legal steps to collect the money. An attorney can tell you what you must do to collect your money.

Remember: Each case is different. This is meant to give you general legal information, not specific legal advice about your case or circumstances

How to Get Your Landlord to Make Repairs
by: Legal Aid Services of Oklahoma, Inc.

If you want your landlord to fix something, you must follow the rules set out in the law. If you fail to follow the rules carefully, you run the risk of being evicted for nonpayment of rent. The steps you must follow depend on the type of problem you have and the remedy that you choose.

Normal Problems

The most common types of problems covered by the law are defects that can affect your health and safety, but that do not pose an immediate threat. These problems might include a leak in the roof or a slow-running drain.

1. Prepare a written notice to the landlord.

2. In the notice, describe in detail each problem you want fixed. The list should be specific, so that the landlord can use the list to fix each problem.

3. In the notice, tell the landlord that he or she should fix the problems within 14 days.

4. In the notice, tell the landlord specifically what you will do if the landlord does not fix the problems within 14 days, either

a. repair the problems yourself and deduct the cost from the next month's rent (up to $100), or

b. end your lease and move within 30 days from the date of the notice.

5. Sign and date the notice.

6. Make a photocopy of the notice and save it for your records.

7. Deliver the notice to the landlord in person or by certified mail. Save the certified mail receipts.

Problems with Utilities

If your problem is that you have no water, heat, electricity, natural gas, or "other essential services" (such as air conditioning in the summer), you have additional options.

To use one of these options, you must first give the landlord a written notice describing the problem in detail. What else you do depends on which remedy you use.

1. Move Temporarily: You can leave your home until the landlord fixes the utility problem. You will not owe rent for the time you are away.

To use this option, you must tell the landlord in your original written notice:

a. that you are leaving until the problem is fixed, and

b. an address and phone number where you can be reached.

2. Obtain substitute services: If the landlord is supposed to pay your utilities but hasn't, you can sign up for the service in your own name and then deduct the cost from your next month's rent. Save your receipts and send copies to the landlord later.

3. Break your lease and move permanently: If you want to move permanently, your original written notice must give the landlord a period of time to fix the utility problem. The length of time depends on the problem. If you have no electricity, heat, or water, a few days may be long enough to give the landlord for repairs.

If the landlord does not take action within the time period, you can move, but you must give the landlord another written notice. This second notice must tell the landlord that you are breaking your lease because he/she has not fixed the utility problem. In the notice, you should also ask the landlord to return your security deposit and all advance rent you have paid. Include a new address.

4. Sue for damages: You can file suit in Small Claims Court if your damages are less than $4500. Your damages are the difference between your rent and the amount someone would pay to rent a place without the utility service you are lacking.

You must keep paying rent while your lawsuit is pending. Also, you may have to pay fees to file your suit and to notify the landlord.

As an alternative, you can go to mediation. Mediation involves meeting with the landlord and a neutral person who is trained to help people settle disputes. The cost is usually small.

Learn about Alternative Dispute Resolution through Early Settlement Mediation at this link:
http://www.oscn.net/static/adr/default.aspx

Severe Problems

If your home is simply not fit to live in, it is said to be "uninhabitable." In that event, you can end your rental agreement and move. You will not be liable for rent after that, and you should be able to recover any rent you have paid in advance.

How to Get Your Landlord to Make Repairs
by: Legal Aid Services of Oklahoma, Inc.

Unfortunately, it is often hard to tell when your home is totally unfit to live in. If you try to break your lease on this basis, you run a risk that a judge may decide later that you were not correct.

Anyone who decides to end a lease on this basis must give the landlord written notice. In the notice, ask the landlord to return your prepaid, unearned rent and your security deposit. Be sure to give the landlord a new mailing address.

Building Code Violations

Your local government may have a building code that requires landlords to maintain rental property in a safe and healthy condition. If you believe that the condition of your house or apartment breaks these laws, you can call local officials for an inspection. The inspector may order the landlord to make repairs.

Building code inspectors are concerned with public health and safety. If the condition of your home is bad enough, they may order the property condemned and force you to move.

Eviction for non-payment of rent
by: Legal Aid Services of Oklahoma, Inc.

What is Eviction?

Eviction is a legal procedure a landlord uses to get you out of your home. If you do not pay your rent, your landlord can have you evicted. To evict you legally, the landlord must follow certain steps.

What are the steps in an eviction for non-payment of rent?

1. Landlord gives you written notice
2. Five-day grace period
3. Landlord files suit
4. You are served with summons
5. Court hearing
6. Judgment
7. Move-out period
8. Landlord takes back the property

THE FIRST STEP - <u>WRITTEN NOTICE</u>

Before filing an eviction case in court, the landlord must give you written notice to pay your rent. The notice does not need to be notarized or be written in any special form. The notice does not need any special language. Often, the notice tells you to pay your rent within a certain time or move. The landlord must give you the notice in one of three ways:

1. The landlord can hand you the notice in person;

2. If you cannot be found, the landlord can give the written notice to any family member over 15 years old who lives in your home; or

3. If no one is at the home, the landlord can post the notice on your door and send you a copy by certified mail.

THE SECOND STEP - <u>GRACE PERIOD</u>

After you get the notice, you have a 5-day grace period before the landlord can evict you. If you live in public housing, you have a 14-day grace period. If you pay the landlord *all* of the money you owe *before* the end of the grace period, then you cannot be legally evicted for non-payment of rent.

If you pay your rent during the 5-day grace period, make sure you get a receipt that shows the date you paid, the amount paid, and that you have "paid in full." You want to be able. The receipt proves you paid if the landlord still tries to evict you.

If you cannot pay your rent within the 5-day grace period, decide whether you want to pay your rent at all. <u>You may want to use the money you have to pay for your move</u>. If you pay your rent after the 5-day grace period has expired and you want to stay, make sure you get a receipt that says "landlord agrees not to seek eviction."

Eviction for non-payment of rent
by: Legal Aid Services of Oklahoma, Inc.

Remember, if you cannot pay your rent before the grace period ends, get out as quickly as you can. Do not waste time.

THE THIRD STEP - STARTING AN EVICTION LAWSUIT

The landlord must file a lawsuit in court to force you out of your home. An eviction lawsuit is called a "Forcible Entry and Detainer" action. Usually, the landlord files the lawsuit in Small Claims Court. After the landlord files suit, you will receive notice of the lawsuit and get a chance to appear in a court hearing before a judge. The landlord can ask the judge for any and all of the following:

- All the rent owed plus late charges;
- The cost of repair to the property;
- Any other costs which result from your failure to pay rent;
- Court costs; and
- Attorney fees.

The judge may order you to pay these costs in addition to evicting you from the property.

THE FOURTH STEP - SUMMONS (NOTICE)

The Summons is your notice that an eviction hearing is set for a certain time and date. If you get the Summons less than three days before the hearing date, you can ask the judge to reschedule the hearing. If the judge agrees to reschedule, you will have a few more days to move out or get legal help.

The landlord must deliver the Summons and copies of **all** the papers filed in the lawsuit. When the papers are delivered, they have been "served." You can be served in one or more of the following ways :

- In person by a process server or a sheriff's deputy at least 3 days before the hearing date;
- If you are not home, the papers may be left with anyone over 15 years old who lives at your home;
- By certified mail, restricted delivery, return receipt postmarked at least 3 days before the hearing date.
- If you can not be found, service can be by publication in a newspaper of general circulation in the county in which you live; or

- You can be served by having the sheriff or private process server post the summons on the property at least five days before the hearing **and** sending you a copy of the summons by certified mail, with a return receipt postmarked at least five days before the hearing date.

Notice by publication or by posting allows the landlord get the property. However, if you fail to show up for the hearing, the judge cannot award money damages against you.

THE FIFTH STEP - HEARING

Many times the judge will ask you to try and work things out with the landlord before the hearing. **If you and the landlord reach agreement, both of you should tell the judge or the judge's clerk that you have settled your dispute, and what your agreement is**. Do not leave the courthouse before you tell the judge about your agreement. Do not rely on the landlord to tell the judge for you.

If you and the landlord cannot agree, then there will be a hearing. At the hearing, the judge will ask if you got notice and if you paid your rent. Tell the judge if you did not get the written notice or if you paid your rent in full during the grace period. Then show the judge your receipt.

THE SIXTH STEP - JUDGMENT

If the landlord followed the steps and you owe money for rent, the judge can order you to move immediately. The judge may also enter judgment against you for past due rent, damages, court costs and attorney's fees. Once the landlord has a judgment against you, he or she can garnish your wages or bank account to pay what you owe.

THE LAST STEP- MOVING OUT

The landlord must give you a 2-day (48 hour) notice to move out after the hearing. The landlord can give you the notice or send the sheriff to give the notice to you. *It is **extremely important** that you move out before the two days are up.*

If you do not move out within the two days and the landlord takes back the property, you risk losing everything you have left in the home. If you are pressed for time, take your important papers and most valuable things first, along with any personal property you cannot replace. The landlord can lock up anything you leave, throw your belongings out on the curb, or put things into storage. The landlord can also charge you storage costs. If you do not pay the storage costs, the landlord or the storage company can sell your property.

Contact an attorney if you have specific concerns about your situation or for further information about evictions.

The Home Buyer's Handbook

The Home Buyer's Handbook

The idea of purchasing your first home is bound to bring many questions to mind. This is a natural reaction, because this is one of the biggest decisions you will ever make in your life. Rest assured, my team and I are here to assist you in understanding the loan process, and our ultimate goal is to make your experience a pleasurable one.

This book covers the basics about buying your first home. It is designed to answer commonly asked questions and provide clear definitions of terms you may be unfamiliar with.

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Rate Shopping

Shopping for the best interest rate possible has always been the consumer's primary objective when borrowing money. As well it should be! The challenge with this strategy is that there is much misleading information released on the subject by various media. Internet web sites and email marketing, along with other media such as radio, television and billboard advertising, has brought the importance of interest rates to the forefront of consumers' minds.

The problem for the consumer with this type of marketing is that it is designed to make the lender's phone ring. Often, the advertiser offers an interest rate at a ridiculously low price, with the intent of using a bait-and-switch technique once the client is reeled in. This is often done through *short pricing*. Short pricing is a term that is used when a lender offers an extremely attractive interest rate, but that rate is only locked-in for a very brief period of time.

Know up front that the average consumer enters into a purchase contract to buy a home for *at least* 30 days. Pricing on an interest rate locked in for a 10-day period is of no use to most prospective home buyers. It simply isn't enough time to complete the transaction. While the billboard advertising or Internet banner ad may boast a terrific rate, the lock-in period is often not realistic in terms of providing enough time to negotiate a purchase contract and close the deal. Be very careful when shopping for interest rates. Make sure that when you are quoted a rate, you are asking the broker what the lock duration is. Make sure that lock period allows you enough time to complete your purchase transaction.

Another common marketing ploy that makes interest rates appear attractive is geared around the manner in which fees are presented. All lenders are required by law to state the real cost of the financing through the

Annual Percentage Rate (APR) each time an interest rate is quoted in advertising. The A.P.R. takes all fees associated with the loan into consideration, and it is usually listed in fine print as a disclaimer.

Advertisers often list a low interest rate in large bold type, but the higher APR indicates in fine print that one or two points are being charged to get that rate.

While APR can be helpful in comparing rates seen in advertising, it is important for consumers to know that all lenders do not calculate APR in the same way. Hence it is not an entirely failsafe method for comparing interest rates.

The length of time you need to borrow the money has a profound impact on whether or not you should be paying upfront fees (points), and likewise has bearing on your loan program selection.

Statistically, a first time home buyer usually stays in their new home between 3.2 and 4.7 years. One of the common mistakes made by first time home buyers is selecting a 30-Year Fixed Rate loan program for financing. The chance of needing the financing for 30 years is actually slim to none. Statistics show the buyer will most likely not be in the home for 30 years, and if the home buyer is somewhat transient in their job or is planning a family in the near future, the home may not really meet the buyer's long-term needs.

Additionally, the consumer must take into the consideration that the interest rate is not the only important factor in obtaining financing. An equally important question to answer is, “How long do you need to borrow this money?”

First time buyers are often solicited with FHA loans and other types of low-money-down programs that are contingent upon 30-year financing. The interest rates that are offered, regardless of how low they might be, are often irrelevant.

Statistically, an interest rate that is fixed for three, five or seven years is a much more realistic option for the first time home buyer. This allows the buyer to capitalize on a low introductory rate and save a significant amount of money, which can then go toward the down payment on their next home.
It is of utmost importance to work with an experienced loan consultant that understands some of the practical aspects of financial planning. A well-versed consultant will ask you many questions about your short- and long-term goals, and assist you in choosing a loan program that is truly suited to those goals.

The Nuances of Your Contract

The process of purchasing your first home is often much more complex than the average individual expects it to be. Items involved in your purchase contract can have a significant impact not only on the success of your purchase transaction, but on your stress level as well. We have listed out some of the important items you should be aware of, that require you to make decisions as a buyer entering into a purchase contract.

Loan Contingency

Loan contingency is the period of time the seller is giving you to obtain full, formal loan approval. This contingency is typically between 15 and 21 days depending on what you and your Real Estate Agent have negotiated on your behalf in the contract. The earnest money deposit that you put into an escrow account at the time the offer is accepted will be put in jeopardy once that contingency for the loan has expired. In fact, pursuant to the terms of the contract, if the loan contingency has expired and you fail to close the purchase transaction, you can lose your earnest money deposit and not have the failure of obtaining loan approval to lean on as an excuse.

For this reason that it is extremely important to make sure you are not agreeing to a loan contingency in an offer negotiation unless you are *absolutely certain* you will be buying the home and you know you do not need to depend on financing approval to close the transaction. Formal pre-approval will help to eliminate any problems in this area.

Pre-Approval

Seeking complete pre-approval for financing prior to making an offer on a property is a sound strategy that can help you get the best deal available, especially if you plan to make a minimal down payment. The seller is often leery of the stability and reliability of the buyer if the buyer is only capable of making a down payment of 10% or less. This can cause the buyer to lose a significant amount of negotiating ability, by being perceived as a weak buyer rather than a strong one. This is why it is very important to get full loan approval in advance, and provide a written confirmation of that loan approval when an offer is made on a property. This shows it is a done deal, and you are perceived to be a cash buyer.

Contract Period

The contract period is the period of time in which all due diligence must be completed, including obtaining loan approval, property appraisal, home inspection reports, termite inspection, etc. Give yourself enough time for all due diligence to be completed for this very important purchase you are about to make.

Typically, purchase contracts are drawn up for a period of 30 days, 45 days or 60 days. However, it is really not uncommon for a purchase contract to be written with terms in excess of 60 days if the parties involved need that long of a grace period to complete all aspects of due diligence.

Home Inspection Contingency

As part of the negotiation in your purchase contract you and the seller will mutually agree upon the amount of time needed to complete all the home inspection procedures that are required. Utilizing an outside third party service to complete these inspections is highly recommended.
You will be provided with a report by the home inspection company that you should review very thoroughly to make sure there are no material defects in the property that you were not aware of, and which could subsequently have an impact on the value of the property. If there are material defects, you and your Real Estate Agent should go back to the negotiating table and discuss an ample reduction in the purchase price to offset the cost of any necessary repairs. Once your home inspection contingency has expired, you no longer have the leverage to go back and renegotiate the purchase price to resolve any issues revealed by the home inspection.

Termite Inspection

Termite inspection is required by the lender if it is listed in the purchase contract. One common fallacy in the home buying process is that the lender always requires termite inspection, regardless of what the contract states. This is not true. A lender only requires it if both the buyer and seller mutually agree to termite inspection and it is included in the terms of the contract. From there, it is up to both parties to determine who will be responsible for the remedy of the problem, if in fact termites are present. Most commonly, the solution is that Section 1 termite work will be covered by the seller, and Section 2 termite work to be covered by the buyer.

Make sure when you negotiate your contract you state up front whether you want the property checked for termites.

Seller Rent Back

It is often the case that when the buyer and seller are unable to agree upon a specified closing date for the transaction, the Real Estate Agent involved will negotiate a “rent back” period. This means the transaction technically closes, the loan funds and ownership of the property is transferred into the buyer’s name, but the buyer does not take occupancy of the property until several days later. In this scenario, the buyer sets up a rental agreement, in which the property is leased back to the seller.

An important footnote to this somewhat common strategy is to make sure the seller is not occupying the property in a lease agreement for more than 30 days after the close of the purchase transaction. This would constitute a non-owner occupied purchase in the lender’s eyes, and would cause the terms of the loan to change radically.

Seller Contributions

Depending on the seller’s eagerness to close the transaction, the seller of a property will often become aggressive and offer to pay some or all of the non-recurring closing costs and/or origination points associated with the purchase on the buyer’s behalf. This common strategy can be very beneficial to the buyer, particularly if the buyer is short on funds to close. It can also be the vehicle that effectively drives the interest rate down and provides the buyer with a more affordable monthly payment.

Note that there are limitations on how much the seller is permitted to contribute, depending on the loan-to-value ratio. The typical limitation stipulated by the lender is that the seller contributes no more than 6% of the purchase price. Seller contributions MUST BE isolated to non-recurring closing costs and/or origination points only. The lender will not permit the seller

to contribute funds back to the buyer after the close of escrow to accommodate repairs to the property. Items such as roof leakage, new carpet, new paint, etc. cannot be covered by any seller contribution clause.

Points vs. No Points

Points are often a misunderstood concept for first time home buyers. Points are nothing other than interest paid up front (at the time of closing), to obtain a lower interest rate on a loan. One point is equivalent to 1% of the amount of money borrowed. If you are going to borrow $300,000 on your loan, one point would equal $3,000 up front. This generally generates 1/4 to 3/8 of a percent lower interest rate, depending upon the loan program.

When does it make sense to pay points? Paying points is a prudent financial move, if you are planning to be in the loan for a long period of time. Again, one of the most important questions to address when you borrow money is, “How long do you need to borrow this money?” This will answer the two all-prevailing questions you will have, which are one should I pay points? And two what loan program is best for me? Notice that the question is not geared to, “How long do I plan to live in the home?” But more appropriately, “How long is it likely I be in this loan?”

How long you will be in the loan is not only affected by the tenure that you own the home, but also the probability of seeking a refinance at some point in the future.
As a general rule of thumb, you will need to be able recuperate the total cost of the points in a period of time that is *less than* the amount of time you will need to borrow the money for.

Here’s an example. Let’s say you are going to borrow $300,000 for your mortgage, and choose to pay one point, which equates to an initial up front closing cost of $3,000. If paying one point up front saves you $100 a month, this means it will take you 30 months or 2.5 years, to recuperate the cost of the point that you paid. If you refinance the home anytime before that 30 month mark, or decide to sell the home, you will have effectively wasted money. However, if you stay in the home for longer than a 30-month period of time, it is a prudent financial move.

When deciding whether or not you should pay points, take into consideration where interest rates are at when you seek financing, and compare that to historical market trends.

When interest rates are at historical lows, it makes much more sense to pay points, especially if you think you will live in the property for an extended period of time. Historically low rates, combined with the fact that you know you do not intend to move would indicate you will have longevity in the loan. It is unlikely rates will go down, giving you incentive to refinance.

Rates are cyclical. When interest rates are off of their historical lows, and higher than they generally are, we know that there is a strong likelihood rates will eventually come down. This is certainly no time to pay points. The chances of refinancing at some point in the future are extremely high, and therefore, you would not need to be in this loan for a long period of time.

Credit Scoring

Your credit score is a factor that will be considered by the lender when they look at your loan application. They want to know what your credit history is, and whether you have the ability to pay back the loan you are asking for. In short, good credit translates into lower rates for the home buyer and represents less risk to the lender.

Credit scores can range between a low score of 350 and a high of 850. Most commonly, we deal with scores ranging from 400 to 800. The higher the client’s score is, the less likely they are to default on their loan. We will run a credit

report and determine what your credit score is, and if necessary, we can point out some simple ways to help you improve your credit score without enlisting the help of a credit repair service.

Once you fill out a loan application and enter into the loan process, you should not run up your charge cards! This would have an adverse effect on how the underwriter looks at your file.

If you have a poor credit score, it doesn't mean you can't qualify at all for a loan. There are loan programs available even if you've had a recent bankruptcy. While you may not get the interest rate you had hoped for, it is an opportunity to start building up your credit again. Once you begin making mortgage payments on time and in full.
Your credit standing will improve and we can seek to refinance you at a lower rate as soon as the opportunity arises.

Pre-payment Penalties

Lenders attach pre-payment penalties to loans to ensure that the loan will be profitable for them. As a general rule of thumb, we do not suggest that you accept a pre-payment penalty as a part of your loan structure. One of the most important aspects of financial planning is to have options with your money. Restrictive clauses such as a pre-payment penalty can prohibit you from maneuvering when it is necessary and when other opportunities arise.

If you want to accept a pre-payment penalty clause in your loan, it is much more advisable to go with a "soft pre-pay." This only penalizes you in the event of a refinance, but not if you decide to sell the home.

Interest rates have dropped significantly many times over the last 15 years. Many home owners have not been able to take advantage of lowered rates by refinancing, because their hands have been tied by a daunting pre-payment penalty. Pre-payment penalties will generally provide you with a slightly lower interest rate in exchange for the pre-payment penalty clause. Mortgage professionals will sometimes push the benefits of a pre-payment penalty so they can beef up their commission. Be very leery of this type of sales pitch!

Negative Amortization

Negative amortization loans are some of the most misunderstood loans available in the market place. The negative stigma (no pun intended) comes from a lack of education to the consumer by mortgage professionals. The only way you can get into trouble with a negatively amortized loan is if you truly don't understand how it works, or if you lack the financial discipline to make sure you are not allowing yourself to fall into a compromising position.
In a regularly amortized mortgage payment, part of the payment goes toward a portion of the principal and part goes toward interest payment. In a loan that involves the potential for negative amortization, you have several payment options each month. You can make a low introductory rate payment, an interest-only payment, or a fully amortized payment. This type of loan works very well for borrowers with a seasonal income, or income that fluctuates. Certified Public Accountants, investment advisors, and sales people who work on a commission basis often go with this type of a loan because it allows them to have greater control over their cash flow on a month-to-month basis.

Once again, each and every month you must choose between three payment options. Let's understand how a negatively amortized adjustable rate mortgage works. All adjustable rate mortgages require the lender to add a fixed component (which is known as the margin) to the varying portion of the adjustable known as is the index (T-Bill, Libor, 11th District Cost of Funds, etc.). In an adjustable rate mortgage, the margin + the index = your interest rate.

If your fixed margin is 3 and at the time of an adjustment the varying index of a treasury bill is 4, then your interest rate is 7%. Negatively amortized loans typically adjust on a monthly basis, which means that every month the lender takes the fixed margin and adds it to the varying index to derive your current interest rate. One of the protection vehicles of an adjustable rate mortgage is called CAPS.

CAPS limit the amount that your payment can go up in any monthly period of time. In a negatively amortized adjustable it is common to have a 7.5% annual increase CAP.

For example: If your mortgage payment in the calendar year of 2003 was $1,000 per month, the most that your mortgage could be in the calendar year of 2004 is $1,075 dollars per month. This is because the annual payment increase CAP of 7.5% would kick in and limit an obligated payment to the lender to a maximum of 7.5% increase over the previous year's payment. However, during each of those months the lender would still add the fixed margin to the varying index to derive what the true interest rate is and calculate the mortgage payment associated with that true interest rate. If in fact the payment in this example came out to $1,100 a month, you would still only be obligated to pay $1,075. However the $25 difference would be tacked on to your principal balance that you owe, therefore accruing interest against your principal and increasing the balance that you owe on your loan to more than you originally borrowed. Hence the term "negative amortization" comes into play.

Once again, a negative amortization loan doesn't have to be a negative situation.
It works well for people who understand how to use it to their benefit. Many consumers actually use this type of loan as an equity line of credit that is built in to their 1st Trust Deed indebtedness. Often when consumers want to invest money in the stock market or other types of investment vehicles, or simply want to control their cash flow and minimize their monthly payment, they will intentionally choose this "equity" that a negatively amortization loan permits. Just remember that most of these loans have a 125% CAP on the original amount borrowed. This means if you originally borrowed $100,000, once the loan amount rises to $125,000 the lender would not permit you to continue to use negative amortization.

Junk Fees

A junk fee is a derogatory term defining extra fees tacked on by the lender, which are charged as a dollar figure rather than a percentage. It is important to know that you can often negotiate these fees or have them removed if they have not been properly disclosed to you. The lender is required to provide you with a Good Faith Estimate disclosing their fees within three days of your application.

Other fees that are NOT considered junk fees are the appraisal fee, credit report fee, escrow or attorney fee, title insurance fee, recording fee, notary fee and transfer taxes. These are legitimate fees that are paid to third parties and are necessary to complete the transaction.

Glossary of Terms

Adjustable Rate Mortgage (ARM)
A mortgage in which the interest rate is adjusted periodically based on a pre-selected index. Also refers to as the *renegotiable rate mortgage*.

Amortization
Means of loan payment by equal periodic payments calculated to pay off the debt at the end of a fixed period, including accrued interest on the outstanding balance.

Annual Percentage Rate (APR)
Interest rate reflects the cost of a mortgage at an annual rate. This rate is likely to be higher than the stated note rate or advertised rate on the mortgage, because it takes into account points and other credit costs. The APR allows home buyers to compare different types of mortgages based on the annual cost for each loan, however all lenders do not calculate APR the same way.

Broker
An individual in the business of assisting in arranging funding or negotiating contracts for a client, but who does not loan the money himself. Brokers usually charge a fee or receive a commission for their services.

Buy Down
When the lender and/or the home builder subsidizes the mortgage by lowering the interest rate during the first few years of the loan. While the payments are initially low, they will increase when the subsidy expires.

Construction Loan
Short-term interim loan is for financing the cost of construction. The lender advances funds to the builder at periodic intervals as the work progresses.

Discount Points
Prepaid interest assessed at closing by the lender. Each point is equal to one percent of the loan amount. (Example. two points on a $100,000 mortgage would cost $2,000.)

Earnest Money
Money that is given by the buyer to the seller as part of the purchase price. To bind a transaction or assure payment. This money is refundable.

FHA Loan
A loan insured by the Federal Housing Administration open to all qualified home purchasers. While there are limits to the size of FHA loans, they are generous enough to handle moderately priced homes almost anywhere in the country.

FHA Mortgage Insurance
Requires a small fee (up to 2.25% of the loan amount) paid at closing or a portion of the fee added to each monthly payment of an FHA loan to insure the loan with FHA. On a 9.5% $75,000 fixed-rate FHA loan, this fee would amount to either $2,250 at closing, or an extra $31 per month for the life of the loan. In addition, FHA mortgage insurance requires an annual fee of 0.5% of the current loan amount in the years the fee must be paid.

Impound/Escrow
That portion of a borrower's monthly payments held by the lender or service provider to pay for taxes, hazard insurance, mortgage insurance, lease payments, and other items as they become due. Known also as *reserves*.

Index
A published interest rate against which lenders measure the difference between the current interest rate on an adjustable rate mortgage and that earned by other investments (such as one-year, three-year, and five-year US Treasury Security yields, the monthly average interest rate on loans closed by savings and loan institutions, and the monthly average Costs-of-Funds incurred by savings and loans) which is then used to adjust the interest rate on an adjustable mortgage up or down.

Margin
The amount a lender adds to the index on an adjustable rate mortgage to establish the adjusted interest rate.

Mortgage Insurance
Money paid to insure the mortgage when the down payment is less than 20%. *See Private Mortgage Insurance or FHA Mortgage Insurance.*

Negative Amortization
Negative amortization occurs when the monthly payments are not large enough to pay all of the unpaid balance of the loan, therefore increasing the loan balance and going in a "negative" direction. In this particular scenario, a borrower can literally end up owing more money than they originally borrowed. The reason that this occurs is because on a negatively amortized loan, the borrower is given several different payment options.

- **OPTION 1:** To pay what is known as the fully indexed payment. This is the margin plus index on the adjustable. This payment, which is typically the highest of the options, will prevent you from going negative.

- **OPTION 2:** An interest only payment. You would not be going negative by making this payment either, but you would not be decreasing the principal balance that you owe on your loan. This is because you are paying only the interest portion and no additional principal to your loan.

- **OPTION 3:** (And the one that most often gets people into trouble...) the negatively amortized payment. This is a payment that not only does not cover the principal, but doesn't cover all of the interest owed on the monthly payment, therefore accruing negative equity as a result.

Origination Fee
The fee charged by a lender to prepare loan documents, make credit checks, inspect and sometimes appraise a property; usually computed as a percentage of face value of the loan.

P.I.T.I.
Principal, interest, taxes and insurance, i*s the monthly housing expense.*

Piggy Back Loan
”Piggy Back Loan” is a slang term, which really is another way of describing a 1st and 2nd Trust Deed that are closed concurrently at the close of escrow. This combination of a 1st and 2nd Trust Deed can be effectively utilized to avoid the need to pay private mortgage insurance. The borrower may apply for a loan at 90% with the same 10% down payment. A 1st Trust Deed at 80% and a 2nd Trust Deed at 10% could be procured concurrently. The interest rate on the 2nd Trust Deed is typically higher, often a double-digit figure. However, the fact that the interest can be deducted on the 2nd Trust Deed often makes this a prudent financial option for the borrower. The net result is often cheaper than borrowing 90% of the financing as one loan and incurring a private mortgage insurance payment. *See Private Mortgage Insurance.*

Pre-payment Penalty
Money charged for an early repayment of debt. Pre-payment penalties are allowed in some form (but not necessarily imposed) in most states in the US, as well as the District of Columbia.

Private Mortgage Insurance (PMI)
In the event that you do not have a 20% down payment, the lender will allow a smaller down payment, sometimes as low as 3%. However, with a smaller down payment, borrowers are usually required to carry private mortgage insurance on the loan. Private mortgage insurance will require an initial premium payment of 1% to 5% of your mortgage amount and may require an additional monthly fee, depending on your loan structure. On a $75,000 home with a 10% down payment, this would mean either an initial premium payment of $2,025 to $3,375, or an initial premium of $675 to $1,130 combined with a monthly payment of $25 to $30.

Title Insurance
A policy usually issued by a title insurance company, which insures a home buyer against errors in the title search. The cost of the policy is usually a function of the value of the property, and is often borne by the purchaser and/or seller.

Underwriting
The decision whether to provide funding to a potential home buyer, based on credit, employment, assets, and other factors, while matching this risk to an appropriate rate and term or loan amount.

U.S. Department of Veterans Affairs

Eligibility

You must have suitable credit, sufficient income, and a valid Certificate of Eligibility:

http://www.benefits.va.gov/HOMELOANS/purchaseco_certificate.asp (COE) to be eligible for a VA-guaranteed home loan. The home must be for your own personal occupancy. The eligibility requirements to obtain a COE are listed below for Servicemembers and Veterans, spouses, and other eligible beneficiaries.

VA home loans can be used to:

- Buy a home, a condominium unit in a VA-approved project
- Build a home
- Simultaneously purchase and improve a home
- Improve a home by installing energy-related features or making energy efficient improvements
- Buy a manufactured home and/or lot.

Eligibility Requirements for VA Home Loans

Servicemembers and Veterans

To obtain a COE, you must have been discharged under conditions other than dishonorable and meet the service requirements below:

Status	Qualifying Wartime & Peacetime Periods	Qualifying Active Duty Dates	Minimum Active Duty Service Requirement

**If you do not meet the minimum service requirements, you may still be eligible if you were discharged due to (1) hardship, (2) the convenience of the government, (3) reduction-in-force, (4) certain medical conditions, or (5) a service-connected disability.*

Spouses

The spouse of a Veteran can also apply for home loan eligibility under one of the following conditions:

- Unremarried spouse of a Veteran who died while in service or from a service connected disability, or
- Spouse of a Servicemember missing in action or a prisoner of war
- Surviving spouse who remarries on or after attaining age 57, and on or after December 16, 2003
  (Note: a surviving spouse who remarried before December 16, 2003, and on or after attaining age 57,

- *must have applied no later than December 15, 2004, to establish home loan eligibility. VA must deny applications from surviving spouses who remarried before December 6, 2003 that are received after December 15, 2004.)*
- Surviving Spouses of certain totally disabled veterans whose disability may not have been the cause of death

Other Eligible Beneficiaries

You may also apply for eligibility if you fall into one of the following categories:

- Certain U.S. citizens who served in the armed forces of a government allied with the United States in World War II
- Individuals with service as members in certain organizations, such as Public Health Service officers, cadets at the United States Military, Air Force, or Coast Guard Academy, midshipmen at the United States Naval Academy, officers of National Oceanic & Atmospheric Administration, merchant seaman with World War II service, and others

Restoration of Entitlement

Veterans can have previously-used entitlement "restored" to purchase another home with a VA loan if:

- The property purchased with the prior VA loan has been sold and the loan paid in full, or
- A qualified Veteran-transferee (buyer) agrees to assume the VA loan and substitute his or her entitlement for the same amount of entitlement originally used by the Veteran seller. The entitlement may also be restored one time only if the Veteran has repaid the prior VA loan in full, but has not disposed of the property purchased with the prior VA loan. Remaining entitlement and restoration of entitlement can be requested through the VA Eligibility Center by completing VA Form 26-1880: http://www.vba.va.gov/pubs/forms/VBA-26-1880-ARE.pdf

Buying Process

In most cases, you need to follow these steps to get a VA home loan.

Eligibility Requirements for VA Home Loans

Find a real estate professional to work with. Perhaps a friend has someone to recommend. Or you could look under "Real Estate" in your yellow pages or on the web.

Find a Lender

Locate a lending institution that participates in the VA program. You may want to get "pre-qualified" at this point - that is, find out how big a loan you can afford. Lenders set their own interest rates, discount points, and closing points, so you may want to shop around.

Get a Certificate of Eligibility

The Certificate of Eligibility (COE) verifies to the lender that you meet the eligibility requirements for a VA loan. Learn more about the evidence you submit and how to apply for a COE on our Eligibility page: http://benefits.va.gov/HOMELOANS/purchaseco_eligibility.asp

Find a Home and Sign a Purchase Agreement

Work with a real estate professional and negotiate a purchase agreement. Make sure the purchase and sales agreement contains a "VA Option Clause."

Here's a sample of a "VA Option Clause":

"It is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the property described herein, if the contract purchase price or cost exceeds the reasonable value of the property established by the Department of Veterans Affairs. The purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs."

You may also want the purchase agreement to allow you to "escape" from the contract without penalty if you can't get a VA loan.

Work with the lender to complete a loan application and gather the needed documents, such as pay stubs and bank statements.

Loan Processing

The lender orders a VA appraisal and begins to "process" all the credit and income information.

(Note: VA's appraisal is not a home inspection or a guaranty of value. It's just an estimate of the market value on the date of the inspection. Although the appraiser does look for obviously needed repairs, VA doesn't guarantee the condition of the house. The appraiser, who is licensed, is not a VA employee. The lender can't request a specific appraiser; assignments are made on a rotating ***basis.)***

The lending institution reviews the appraisal and all the documentation of credit, income, and assets. The lender then decides whether the loan should be granted.

Closing

The lender chooses a title company, an attorney, or one of their own representatives to conduct the closing. This person will coordinate the date/time and the property is transferred. If you have any questions during the process that the lender can't answer to your satisfaction, please contact VA at your Regional Loan Center: http://benefits.va.gov/HOMELOANS/contact_rlc_info.asp

How do I obtain a VA Home Loan Certificate of Eligibility or a duplicate of a certificate? VA Home Loan Certificate of Eligibility: https://iris.custhelp.com/app/answers/detail/a_id/1080

https://www.ebenefits.va.gov