

CONDITIONS OF OCCUPANCY FOR MILITARY FAMILY HOUSING

OCCUPANCY

| | |
|-----------------|--------------|
| Name: | Date: |
| Address: | |

Family housing has assigned the above Fort Sill quarters to you effective on the date indicated above. Consider these quarters your permanent residence. Family housing will not authorize relocation to other quarters unless you have an increase in your family's size or a promotion that entitles you to larger quarters.

RESIDENT USE

The housing representative must approve (in writing) any request for you to use your quarters for any other purpose, such as conducting home enterprises and including the shelter of any additional number of persons, except temporary guests.

HOUSING AREA SPONSORSHIP PROGRAM (HASP)

The purpose of this program is to assist the Commanding General in ensuring the effective operation of the overall functions of law and order, maintenance, quality of life, and other existing systems supporting on-post family housing. In order to provide this positive support, family housing areas are divided into communities with each community sponsored by one of the major subordinate commands (MSC). All residents are required to participate in the HASP. If the sponsor/resident refuses to participate in the HASP, the installation commander has the option to terminate quarters. USAFACFS Reg 210-50 requires quarters residents to properly maintain assigned areas, common-use areas, and surrounding grounds (para 1-5(f)(9) and 4-1). The installation commander can terminate quarters if these areas are not maintained in an acceptable condition (USAFACFS Reg 210-50, para 2-5(a)(3)(c)). For noncompliance of properly maintaining assigned areas, Department of Public Works will ticket the resident and you will be given up to 72 hours to correct deficiencies. Should you not correct the deficiencies, Department of Public Works will issue a second ticket with 24 hours given to correct. Noncompliance of the second ticket will result in a letter of warning stating any further tickets could result in termination of family quarters by DPW. Accumulation of any five tickets within a 1-year period will also result in a letter of warning. One of the seven major subordinate commands/post command sergeant majors sponsor one of the communities. The different sponsors are:

DENTAC - 300 and 400 area
P&SB – 500, 600, and 5000 area
FATC – 6500 thru 6900

30th Regt/DOTD - 5400/5500/5700
III Corps Arty – 1100 thru 1400 area
MEDDAC – 1800 thru 2000 area

STORAGE OF RECREATIONAL VEHICLES

All residents are required to store their recreational vehicles, boats, and utility trailers in a secured parking area located on Greble Road. The parking area is accessible 24 hours a day. Residents may obtain a key to the secured area at the Housing Management Division, Building 5676 Fergusson Road, Fort Sill.

MULTI-FAMILY HOUSING UNITS

Please note that storage of items in stairwells is in violation of NFPA 101 5-2.2.6.5, which states: "There shall be no enclosed usable space within an exit enclosure, including under stairs, nor shall any open space within the enclosure, including stairs and landings, be used for any purpose such as storage or similar use that could interfere with egress."

GOOD REPAIR

Except as otherwise provided herein, the housing authority will maintain the property in good repair and habitable condition and will be responsible for all repairs not due to the abuse or negligence of the resident, their dependents, or guests during occupancy. Repairs or replacement of equipment provided due to normal wear and tear will also be at the expense of the housing authority.

CONDITION OF PROPERTY

The housing authority and the resident will inspect the property, and both parties shall agree that the property is in a fit and habitable condition, except for those damages or malfunctions itemized in writing on the premove in inspection report. Housing authority and resident will retain copies of this report. The resident must submit in writing to the housing authority within 3 days of occupancy, any additional items noted by the resident. If additional items are not received by the housing authority within the 3-day period, the housing authority will consider the property to be in acceptable condition and suitable for occupancy.

LIABILITY

The above named resident is liable to the United States for damage to assigned housing and related equipment or furnishings, due to the resident's abuse or neglect. Liability for such damage is limited to one month's base pay, unless the damage was the result of the resident's gross negligence or willful misconduct. For example, a soldier is grossly negligent if he/she is aware of specific risks posed by the reckless, wanton, or deliberate conduct of family members or guests, and fails to exercise available opportunities to prevent the damage. In the absence of evidence to the contrary, DPW will presume soldiers to be on notice of risks attending the behavior of those whom the soldier allows upon the premises.

INSURANCE

Residents should consider private liability insurance as an option to safeguard against the potentially substantial liability described above.

PETS

The resident will repair or replace Army housing and related equipment and furnishings that are damaged by pets allowed on the premises. Only three domestic pets per household are allowed in family housing areas. Contain dogs in a fenced area. Do not keep wild or exotic animals (such as snakes, ferrets, squirrels, skunks, foxes, raccoons, etc.), may be kept in the housing area.

PLUMBING AND APPLIANCES

The resident must keep the premises, including all plumbing fixtures, facilities, and appliances, as clean and safe as condition permits and will attempt to unclog and keep clear all water pipes, drains, and water closets where possible. At the termination of occupancy, all appliances and equipment must be in good working order and the premises must be in good clean condition, normal wear and tear excepted.

USE AND REPAIR OF FACILITIES

The residents will use all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other fixtures, facilities and appliances in or on the premises in a reasonable manner. The resident will repair (at his/her expense) any damage caused by the resident, their dependents, or guests beyond normal wear and tear.

DAMAGING PROPERTY

If the resident willfully or negligently destroys, defaces, damages, impairs, or removes any part of the premises (including fixtures, facilities, and appliances) or willfully or negligently permits any person to do so, the resident will replace or repair at his/her expense.

GENERAL MAINTENANCE

The residents will at their own expense: a) keep up and preserve in good condition any lawn, vines, and shrubbery and keep all fences in good repair, normal wear and tear excepted; b) remove leaves, sticks, and other debris that accumulates on the property; c) promptly remove ice and snow as necessary or required; d) furnish their own light bulbs. The resident will pay for any repairs or replacements of property, equipment or appliances required due to the abuse or negligence by acts of commission or omission of the residents, their dependents or guests. Obtain the consent of the housing manager before you place any exceptionally heavy articles, such as waterbeds, in the unit which may damage the unit's structural integrity.

NOTICE OF DEFECTS OR MALFUNCTIONS

The resident must promptly notify the housing office whenever the structure or the equipment or any fixture contained therein becomes defective, broken, damaged, or malfunctions in any way. If no such notice is given, DPW will hold the resident liable for any resultant damage.

RESIDENT CONDUCT

Residents will conduct themselves in a manner that will not disturb their neighbors (i.e., loud music, dogs barking continuously, etc). Quiet time has been designated from 2200 until 0700. DPW can terminate residents from government quarters for their misconduct, or the misconduct of their family members and/or houseguests.

HEALTH AND SAFETY

The resident will comply with all health and safety regulations imposed by the local command.

SYSTEM OVERLOADS

The resident will not install or use any equipment that will overload any gas, water, heating, electrical, sewerage, drainage, or air conditioning systems of the assigned premises.

SMOKE DETECTORS

It is the responsibility of the resident to check smoke detectors periodically during occupancy and replace batteries, if appropriate, to keep the smoke detector in proper working condition. Report any other malfunctions detected must be reported to the housing office immediately.

REDECORATING AND ALTERATIONS

The resident will obtain written consent from the housing authority before redecorating or making any alterations, additions, or improvements. Such alterations will, at the option of the housing authority, remain with the property or be removed by the resident. When removing such alterations, return the premises to its original condition at the expense of the resident.

PERIODS OF ABSENCE

The resident must notify the housing office whenever an extended absence from the housing unit is anticipated.

ACCESS TO PROPERTY BY THE HOUSING MANAGERS AND THEIR DULY DESIGNATED REPRESENTATIVES

Upon reasonable notice to the resident and at reasonable times, the Installation Commander or a duly designated representative may enter the premises in order to: a) inspect the property, b) make necessary repairs, alterations, or improvements, and c) supply necessary or agreed upon services. If the residents are not at home when the premises are to be entered, the housing representative will have (in decreasing order of preference) a representative from the resident's command or unit, a security officer, or a disinterested third party accompany them when entering the housing unit.

NEGLECT AND COSTS

If at any time the housing authority is required to make repairs to the property or its equipment for damages caused by the abuse or negligence of the resident or the resident's dependents or guests, the resident understands that the repairs will be made at the resident's expense. Residents are liable to pay the total expense for any loss or damage to assigned housing or related equipment or furnishings, which is due to their gross negligence or willful misconduct.

I HAVE READ, AND UNDERSTAND ALL OF THE CONDITIONS CONTAINED HEREIN.

| | |
|--------------------------------|--------------|
| Sponsor's Signature: | Date: |
| Spouse's Signature: | Date: |
| Housing Representative: | Date: |

NOTICE TO HOUSING UNIT RESIDENTS

LIABILITY FOR DAMAGE TO ASSIGNED HOUSING

1. Public law makes military residents of government housing units legally responsible for damage to the units, or for damage or loss of government-issued appliances and furniture. This notice explains these new rules which apply to family and permanent party unaccompanied personnel housing. You should read it carefully and keep a copy for your records.

a. First, you can be held peculiarly liable when your government housing, appliances, or furnishings are lost, damaged, or destroyed as a result of your negligence or abuse. You are negligent if you act carelessly, or if you are aware that your family members, or those you allow on the premises, are likely to act carelessly and do not take proper steps to prevent or minimize such conduct. Abuse means either willful misconduct or the deliberate unauthorized use of housing that is, conducting an unauthorized business in the housing unit.

b. Second, the Army has limited your liability to an amount equal to 1 month's basic pay, unless the damage or loss is caused by your gross neglect or willful misconduct; in such a case, you are liable for the full amount of the damage or loss, which could amount to thousands of dollars. You are grossly negligent if you act in a reckless or wanton manner, or if you are aware that your family members or persons you allow on the premises are likely to act recklessly and you do not take proper steps to prevent or minimize such conduct. In other words, if you know that damage is likely to result from the willful misconduct or reckless behavior of family members or guests, and despite such knowledge, you fail to exercise available opportunities to prevent or limit the damage, you are grossly negligent and will be charged for the full amount of the loss.

c. Third, you are not liable for damage consisting only of fair wear and tear, or caused by an act of God or by the acts of persons other than family members or guests. You are; however, responsible for damage caused by pets belonging to you or your guests.

d. Fourth, special rules for housing-related reports of survey permit commanders to waive claims for damage or loss when such is found to be in the best interests of the United States. This waiver authority is similar to forgiveness of the debt. If you request a waiver and fail to get it, you can appeal the matter through report of survey channels. If unsuccessful, you can seek redress through the Army Board for Correction of Military Records.

2. The purpose of the housing liability law is to let us set limits for your liability and to waive claims in appropriate circumstances. The potentially greater liability created by the law makes the question of insurance very important. However, only you can decide whether your potential risks warrant the purchase of insurance. The Army does not require it, but you may want insurance for your own protection and peace of mind.

I have read and understand the policy contained herein.

| | |
|-------------------|-----------------------------|
| Name: | Date: |
| Signature: | Quarters Assignment: |

