

# Briefing Package

## - Military -



# KMC HOUSING AND FMS CUSTOMER SERVICE HOURS

## KMC Housing Office

**Kapaun, 5th Avenue, Bldg 2020**

**Using Google Maps:**

DSN: 489-6671

KMC Housing Office

Comm: 0631-536-6671

Email: [KMCHousing@us.af.mil](mailto:KMCHousing@us.af.mil)

*CLOSED on German & American Holidays.*

*\*\*Closed every 2nd Wednesday of the month for Housing Time*

### **Walk-in Hours:**

Monday-Thursday 0800-1100 & 1300-1500

Friday 0800-1100 & 1300-1430

(No Walk-Ins between 1100-1300)

Closed on German & American Holidays and the 2nd Wednesday of each month

### **Housing Referral Office (HRO):**

Inspection of economy houses, rental contract certifications, or landlord issues

DSN: 489-6643/6659 Comm: 0631-536-6643/6659

## Furnishings Management Section (FMS)

**Einsiedlerhof Air Station, Bldg 720 OR  
KMC Housing Office on Kapaun**

**Using Google Maps:**

DSN: 489-6001

FMS (FMO) Furniture  
Management Section

Comm: 0631-536-6001

Email: [86CES.FMS@us.af.mil](mailto:86CES.FMS@us.af.mil)

*CLOSED on German & American Holidays.*

### **Walk-in Hours:**

Peak Season (1 May- 30 Sep) Monday-Friday 07:30-15:30

Non-Peak Season (1 Oct- 30 Apr) Monday-Thursday 08:00-15:30 & Friday 08:00-14:30



## APPLICATION FOR ASSIGNMENT TO HOUSING

### PRIVACY ACT STATEMENT

**AUTHORITY:** 5 USC 5911 & 5912.  
**PRINCIPAL PURPOSE:** To identify customer needs for assistance and housing requirements.  
**ROUTINE USE:** None.  
**DISCLOSURE:** Voluntary; however, failure to provide the requested information will result in our inability to assist you.

### GENERAL INSTRUCTIONS

This form provides the Housing Office with information that will be used to provide you with military and/or community housing. **All items not listed are self-explanatory.** SECTION I (APPLICANT INFORMATION), SECTION II (MILITARY CAREER INFORMATION), SECTION III (DEPENDENT DATA), AND SECTION VI (HOUSING DATA) are to be completed by the applicant. Information on military spouses is now being requested for Basic Allowance for Quarters (BAQ) entitlement which must be included on your Military Pay Order that is forwarded to your respective financial center.

#### 1. TYPE SERVICE DESIRED

**Military Applicants:** If temporary community housing is desired while awaiting military housing, mark both boxes in Item 1, and answer all questions.

**Civilian Applicants:** Mark the box "Housing Referral" services in Item 1b, and answer all questions.

### SECTION I - APPLICANT INFORMATION

#### 5. DOD COMPONENT

Army, Navy, Air Force, etc.

#### 6. ADDRESS

Enter complete current address (*street number and name, apartment number, city, state/country and the 9-digit ZIP code*).

#### 12. INSTALLATION/ORGANIZATION TRANSFERRED FROM

Enter the name of the installation you transferred from.

#### 13. INSTALLATION/ORGANIZATION TRANSFERRED TO

Enter the name of the installation to which you are applying for housing. Include the name of the Organization/Department you will be assigned to.

### SECTION II - MILITARY CAREER INFORMATION

#### 14. DATES (*Military Applications/Military Spouse Only*)

Enter dates in order of YYMMDD. (*May 17, 1993, would be entered as 930517*).

- Enter the date your current rate/rank was effective.
- Enter your active duty service computation date.
- Enter the time (*in months*) that you have remaining on active duty.
- Enter the effective date you were dropped from accountability at your previous duty station and gained on the rolls at your new duty station for record purposes. For overseas assignment, enter your date of departure from CONUS.
- Enter your arrival date.
- Enter your estimated arrival date.

### SECTION III - DEPENDENT DATA

#### 15. DEPENDENTS RESIDING WITH ME

a. through d. List requested data for all authorized dependents who will be residing with you.

e. Provide the Housing Office with information regarding any handicapped dependent or special family health problems that might influence your preference for a particular type of housing; *i.e., single level vs. two story, ramps for wheelchairs, expected additions to family, etc.*

### SECTION IV - HOUSING DATA

#### 16. Self-explanatory.

#### 17. SIGNATURE

The applicant must sign the DD Form 1746.

#### 18. DATE SUBMITTED

Enter the date the application was submitted to the Housing Office.

### SECTION V - DISPOSITION (*To be completed by the Housing Office*)

#### 19. MILITARY HOUSING

- Application Received.** Enter the year, month, day and time the application was received in the Housing Office.
- Application Effective.** Enter the date of change of duty station (*Line 14d*) or other date that will be the effective (*control*) date.
- DD Form 1747 Provided.** Enter the date that the DD Form 1747 was sent to the military applicant.
- Housing Availability.** Enter the item letter for the applicable box(es) marked under Item 4 of the DD Form 1747 returned to the applicant.
- Applicant Placed on Waiting List.** Enter the identification of the assignment waiting list(s) to which the applicant is placed.
- Effective Placement.** The effective date and time of the applicant's placement on the list(s).
- Bedrooms Requirement.** Enter the number of bedrooms required, based on dependent data in Item 15.
- Date Unit Assigned.** Enter the date the unit was assigned.



## TEMPORARY LODGING ALLOWANCE (TLA)



The following information is provided to inform you of TLA policies IAW the Financial Management Regulation (FMR), AFI 32-6000 and AE 37-4.

\_\_\_\_\_ TLA is authorized to partially reimburse you for more than normal expenses incurred as a result of occupying temporary quarters. It is authorized in the PDS (Permanent Duty Station) area only.

\_\_\_\_\_ Reimbursement is based on availability of either government or off-base economy housing, whichever is earlier, regardless of whether you are applying for government housing or prefer to live off-base. If you elect off-base housing you must aggressively seek off-base housing and provide a landlord contact sheet when you file your TLA reimbursement request. Your TLA must be reviewed in 15 day increments. Within the first 15 days, you should view a minimum of three dwellings. Each subsequent 15 day increments, you should view at least an additional six dwellings. A Rental Contract should be obtained and submitted in the first 30 days. Continuation of TLA will be based on your demonstrated diligence in seeking permanent housing and availability.

\_\_\_\_\_ **If you refuse to occupy available government-controlled quarters, TLA is terminated the first date Furnishings Management Section (FMS) can deliver loaner furniture to the available quarters.** A “No Show” for a scheduled FMS delivery or self-pick-up within the PDS area from the warehouse constitutes termination of TLA. If an economy contract is furnished, TLA is terminated the contract effective date.

\_\_\_\_\_ **If you choose to initiate a rental contract for a home that is not readily available, or that has not been inspected by our office, TLA may be terminated if the housing manager determines there are adequate homes are available for immediate occupancy.**

\_\_\_\_\_ Personal preference issues such as, furniture limitations, school districts, and size are NOT justification for an extension. To continue to receive additional TLA, you should only look at rentals that are immediately available due to the limited number of days TLA authorized and the time it takes FMS or TMO to deliver loaner furniture to the economy. **TLA extensions will not normally be approved when referral listings are available within your bedroom entitlement, Overseas Housing Allowance (OHA) ceiling, and commuting distance. TLA extension requests must reach the housing management office before the end of the 60 day arrival period. Approval/Disapproval authority is USAEUR G1.**

\*\*Additional situations may apply and are subject to KMC Housing Office approval.

Please contact a housing representative for any questions. \*\*

Member's Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Received Copy: \_\_\_\_\_  
(Member's Initial)



## KAISERSLAUTERN MILITARY COMMUNITY MILITARY FAMILY HOUSING FACT SHEET



This information is provided to inform you of Military Family Housing (MFH) policies IAW AFI 32-6000 Housing Management.

**1. Bedroom entitlements.** Bedroom entitlements are determined by family size. No child should share a bedroom with parents and no more than two children should share a bedroom, **Option** – Voluntary application for one bedroom less: Personnel may voluntarily apply for one bedroom less than which they are entitled, provided such housing exists within their category (with a new date of application unless less than 30 days on station). **Subsequent move into larger housing at no cost to the government.**

**2. Wait List Position.** The application date will be as a walk-in or the original effective date if the member applied within 30 days of PCS arrival. Wait list position may change if another Service Member's effective date that is prior to yours exercises an area preference option change.

**3. Turndown Options.** Except for K&E positions, personnel with approved hardships, and personnel on TLA, members may exercise their option to turn down a MFH unit. A service member is given one duty day to accept or decline the unit offer. **The decision must be made within one duty day even if you are unable to view the quarters.** Failure to reply constitutes a turndown. If you decline, you will be assessed a turndown. If you decline a second unit, your name will be removed from the waiting list and you may reapply after 90 days. You may remove your name from the list any time prior to being offered housing.

**4. Bypass.** Applicants in lease agreements with definite expiration dates may be bypassed on the waiting list for up to one year.

**5. Government-paid Moves.** Local moves into MFH from community housing are government-paid moves and are paid on a one-time basis only.

**6. Minimum Residency Requirement. 1 YEAR.** Occupants may terminate MFH to move to community housing after a one year tenancy. They must give a **40-day notice** and **the move is at no expense to the government.**

**7. Pets.** Residents of MFH may not maintain more than **two** pets at any weight or not to exceed **three** with a combined weight of 150 pounds. They must be registered with the base veterinarian and have current rabies shot. Breeds (cross-breeds) of dogs that are prohibited in MFH are Pit Bull, American Staffordshire Terrier, Staffordshire Bull Terrier, Rottweiler, Doberman Pinscher, Chow, wolf hybrids, Ban dog and Tosa Inu. This prohibition also extends to other breeds of dogs or individual dogs that demonstrate or are known to demonstrate a propensity for dominant or aggressive behavior. Breeding or raising pets for profit or fun is prohibited. Nursing litters will not exceed 4 months after birth. Wild, exotic (such as ferrets), farm animals, and reptiles are not permitted. A completed MFH Pet Registration form must be provided within two weeks of accepting the unit.

**8. Non-Temp Storage is "NOT" Authorized.** Excess property shipped that will not fit or is too large for your house will not be stored nor will be shipped at government expense.

**9. No Smoking.** Smoking is strictly prohibited in Multi-Family Stairwell Housing. **Smoking is allowed in designated areas only.**

**10. Building Leader Program.** Please be advised that when you move into government housing you may take on the extra duty of building leader. If you are chosen to conduct this duty, you will be notified by the building leader program managers, and given direction. Signing below acknowledges that you understand that you may be assigned the duty of building leader.

\_\_\_\_\_ I understand if all my dependents depart the overseas area I **MUST** terminate MFH within **30 days of separation.**

\_\_\_\_\_ I understand that it is recommended that I secure adequate insurance coverage such as renters insurance.

This checklist is prepared to ensure that you are briefed on housing policies and procedures prior to your assignment to military family housing (MFH) in the Kaiserslautern Military Community (KMC). It is by no means inclusive. Any situation that may affect your housing eligibility should be brought to the attention of the Housing Office as soon as it is known.

**I acknowledge that I have read all items listed and my questions concerning military family housing have been answered to my satisfaction.**

Applicant's Name (Printed)

Signature

Rank

Date

## **Recommended Insurances to Protect You from Financial Disaster**

Accidents happen and, in Germany, they can be expensive. Three essential but affordable insurances can save you and your loved ones from costly harm.

### **Private Liability Insurance (Private Haftpflicht)**

One simple mistake can cost you thousands. If you accidentally injure someone or damage their property, private liability insurance covers the costs. From leaky washing machines to cracked bathroom tiles and scratched flooring, you may find yourself owing your Landlord a decent amount to cover renovation costs. Even if you knock over an expensive item in a store, damage a friend's belongings, or cause an accident as a pedestrian or cyclist, this insurance pays for claims and legal fees, preventing financial ruin.

### **Renters Insurance (Hausratversicherung)**

Imagine losing everything to a fire, burglary, or water damage. Renters insurance protects your belongings, including furniture, electronics, and clothing. It also covers costs if your home is uninhabitable due to damage. This small investment ensures you won't have to replace everything out of pocket. If you currently have a renters insurance policy through your stateside agency, be sure to make them aware that you are currently international, to ensure that the coverage is applicable in Germany.

### **Pet Liability Insurance (Haustier Haftpflichtversicherung)**

If your dog bites someone or damages property, you are legally responsible. Pet liability insurance covers medical expenses, legal fees, and repair costs, protecting you from expensive claims. Some breeds are even required by law to have this coverage, making it essential for pet owners.

### **Get Covered Today**

These insurances are affordable, but invaluable in protecting you from financial hardship. Contact your preferred insurance provider today or search online to compare policies and get the best coverage for your needs.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## SEX OFFENDER DISCLOSURE AND ACKNOWLEDGEMENT

### ***Attach to application for military, government-managed and privatized housing***

I, \_\_\_\_\_, have read and understand the policy. By signing this document, I certify under a penalty of perjury that neither I nor any person living in my household is a registered sex offender or required to register as a sex offender. I understand I am required to notify the installation housing office immediately if circumstances change so that this certification is no longer true. I understand the policies, procedures and consequences below apply to those persons who will reside with me, all of whom are listed on the DD Form 1746, *Application for Assignment to Housing*.

#### **POLICIES**

Air Force Installations requires full disclosure from persons applying for military, government-managed or privatized housing who are sex offenders or who intend to have dependents who are sex offenders reside with them.

If you, or an authorized dependent who will reside with you, are found to be registered or are required to register as a sex offender under the laws of any state, you could be denied residency in Air Force military, government-managed and privatized housing.

If you, anyone living in your household or visitor is found to be a sex offender after you take occupancy, you may be subject to eviction and/or barment from the Installation.

Installation Commanders are authorized to approve or disapprove applications from persons for residency in military, government-managed and privatized housing when they or another prospective resident of the home is a sex offender.

#### **PROCEDURES**

Applicants who cannot sign this form because they or a dependent who will reside in the home with them is a sex offender will be required to submit written information and documentation, which may include but is not limited to the following, in order to be considered for housing by the Installation Commander:

1. Whether the sex offender is the military member, civilian or dependent.
2. Nature and circumstances of the offense.
3. Exact criminal statute or law under which the person was convicted.
4. State or jurisdiction where the offense occurred and was adjudicated.
5. Elapsed time since the offense was committed.
6. Age of the offender at the time the offense was committed.
7. Age of the victim at the time the offense was committed.
8. Evidence that tends to demonstrate offender's rehabilitation, exemplary conduct, or other commitment to obeying the law.
9. Whether the conviction requiring registration has been reversed, vacated, or set aside, or if the registrant has been granted unconditional pardon of innocence for the offense requiring registration.
10. Conditions of parole/probation or monitoring, if any.

#### **CONSEQUENCES**

Falsification of this form or any other information pertaining to your criminal history or sexual offenses will result in immediate denial of your application for or retention of military, government-managed or privatized housing.

AF Form 4422 20100712

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date





# WAITLIST LOCATION PREFERENCE

Rank: \_\_\_\_\_ Name: \_\_\_\_\_

Date of Rank: \_\_\_\_\_ DOD ID#: \_\_\_\_\_

Duty Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Military Email: \_\_\_\_\_ Home Email: \_\_\_\_\_

Housing Location Preference (Checkmark):      Vogelweh      Ramstein      Landstuhl

*(Caution on preference-wait time will increase)*

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

*To be Completed by Housing Counselor:*

Preference annotated in eMH: \_\_\_\_\_

Counselor Initials: \_\_\_\_\_

Date: \_\_\_\_\_



## Available Inventory by Category



Category	Bedrooms	Vogelweh	Ramstein	Landstuhl
<b>JRNCO</b>	2	SW only	<b>N/A</b>	SW only
	3	*TH & SW	TH only	*TH & SW
	4	TH only	TH only	*TH & SW
<b>SRNCO</b>	3	TH only	TH only	*TH & SW
	4	TH only	TH only	*TH & SW
<b>Chief Prestige</b>	3	TH only	TH only	<b>N/A</b>
	4	TH only	TH only	TH only
<b>CGO</b>	2	TH only	<b>N/A</b>	<b>N/A</b>
	3	TH only	SW only	<b>N/A</b>
	4	TH only	SW only	<b>N/A</b>
<b>FGO</b>	3	TH only	TH only	TH only
	4	TH only	*TH & SW	TH only
<b>SO</b>	4	TH only	TH only	TH only
* TH-TOWNHOUSE & SW-STAIRWELL (No Home Style Preference is Available, Only Location)				

*"Virtus Perdurat – Enduring Courage!"*

## LANDLORD CONTACT SHEET - TLA REVALIDATION

I understand that I must aggressively search for housing to continue to qualify for TLA. Housing may not be turned down because the landlord does not accept pets or because the house is not in a preferred school district. It is **MANDATORY** that I validate my TLA claim in the Housing Office **every 10-15 days**. Unexcused failure to comply with the diligent search requirement could cause forfeiture of TLA entitlement.

CONTACT DATE	ADDRESS OF RENTAL UNIT (STREET, # AND TOWN)	AVAILABLE DATE	RENT	# OF BR	REASON FOR NOT ACCEPTING	LEASE SIGNED
FURNITURE (BEDS) AVAILABILITY:		<input type="checkbox"/> HHG / TMO Delivery Date: _____ <input type="checkbox"/> FMS Delivery Date: _____				

**COUNSELOR REMARKS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

MFH offer: ☐ No ☐ Yes, TLA stop date: \_\_\_\_\_

**COUNSELOR:** \_\_\_\_\_

(Printed Name)
(Signature)
(Date)

**SERVICE MEMBER:** I received a copy of the 'Landlord Contact Sheet'

\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

(Rank)
(Printed Name)
(Signature)
(Date)

## **ECONOMY HOUSING FACT SHEET**

### **RENTAL LISTINGS:**

There are many resources that can be utilized to obtain rental information; however, to ensure that rental properties have been inspected and are approved by Housing Referral, rental listings should be obtained on [www.homes.mil](http://www.homes.mil), the only DOD sponsored website.

### **REAL ESTATE AGENTS:**

The use of a real estate agent, or German "Immobilien," is usually not necessary due to the availability of off base housing and should only be used as a last resort. The tenant does not have to pay a finder's fee unless he retained the realtor's services to him a house or an apartment. Only if the realtor is solely and exclusively working for the tenant, starting the search for a house or an apartment after he received a request to do so from the tenant is necessary. Reimbursement of a realtor or Immobilien fee is NOT authorized by the Housing Office, and therefore, would be an out of pocket expense for the service member.

### **RENTAL CONTRACTS:**

A rental contract is a legal binding document between you and the Landlord. The Housing Office is not a party to the agreement, but merely certifies it's correct and that personnel assigned to the KMC have accepted an economy unit for occupancy. IAW USAFE Policy, service members assigned to the KMC, must use and have an approved Rental Agreement thru Housing Management prior to start any entitlements. In the event of disputes between Landlord and Tenant, except for the terms and conditions specifically addressed in the contract, the provision of local rental laws will apply. The Legal Office is also a source of information for German Rental Laws and Landlord/Tenant issues.

### **SECURITY DEPOSITS:**

A security deposit protects the Landlord from financial loss if Tenant causes damage to the property or does not clean property when rental agreement/lease is terminated. The security deposit **cannot** be used as the last month's rent. It is usually equal to one month's rent, but can be up to three month's rent.

### **ADVANCE OHA (MILITARY ONLY):**

Ask a Housing Counselor about advance OHA for security deposit or advance rent. The Counselor can provide a blank copy of the AF 1039, and the member must have the form signed by their commander before taking it to finance. Army members must go to their S-1 to request advance OHA on the 4187. Deferred security deposits must be paid back to finance when terminating the lease.

### **COMMENTS:**

If you locate a housing unit that is not listed with Housing Referral, an inspection must be performed to ensure minimum adequacy standards are met. Have the Landlord call Housing Referral at 0631-536-6643/6659 to schedule an off-base inspection and be sure to let them know if you are in TLA status. Contracts will not be approved and housing allowances (OHA/LQA) will not be initiated prior to the inspection.

### **VAT (VALUE ADDED TAX):**

A 19% VAT is levied on all utility bills. EXCEPTION: water is 7%. A program exists to help service members save the VAT on utility bills. Contact your local VAT Office to check your eligibility and complete necessary paperwork to sign up for the Utilities Tax Avoidance Program (UTAP) so you can get the tax relief. Also, due to the number of families who depart without paying their utility bills, some utility companies will charge a deposit.

### **DISCRIMINATION:**

The Air Force is committed to equal opportunity and treatment for all DoD personnel seeking housing and to eliminate discrimination against DoD personnel in housing. It is the responsibility of the Housing Office representatives to counsel members on DoD equal opportunity policy in community housing and member's obligation to immediately report suspected discrimination. Any act, policy or procedure that arbitrarily denies equal treatment in housing because of race, color, religion, sex, national origin, age, handicap, or familial status to an individual or group of individuals must be reported to the Housing Office immediately. The Housing Flight Chief will immediately initiate a review in cooperation with installation and community agencies.

## Legend

- Housing Market Area
- ✈ Ramstein Air Base
- Roads
- Primary Roads
- A Way
- City Boundary
- County Boundary
- France
- Water Body



# ----- E X A M P L E -----

<b>HOUSING REFERRAL OFFICE RENTAL AGREEMENT</b> <i>(Mietvertrag des Amerikanischen Wohnungsamtes) (GERMANY)</i>		DATE (YYYYMMDD) (Datum)	CONTROL NO. (Kontroll-Nr.) <div style="border: 1px solid black; padding: 5px; text-align: center;">LEAVE BLANK</div>
<small>AUTHORITY: 10 U.S.C. 9775 (F032 AF CE D). Quarters assignment guidance. PRINCIPAL PURPOSE: To document the rental agreement between the landlord and military member. ROUTINE USES: Personal information is used to establish individual files of community support housing tenants. Also used to input data for automated products which in turn are used to mechanically forecast projected community negotiation of a rental agreement or entitlement to housing furniture. In addition to those disclosures generally permitted under 5 U. S. C. 552a(b) of the Privacy Act, these records or information contained therein may not be disclosed by the base housing office outside the DOD. DISCLOSURE: Voluntary.</small>			
<b>BETWEEN (Zwischen)</b>			
SPONSOR'S NAME (Last, First Middle Initial) (Name des Mieters, Nachname, Vorname, Mittelinitialen)		GRADE (Rang)	
<div style="border: 2px solid black; padding: 10px;"> <b>Service Member completes these two rows.</b>  <b>If sharer/married Military to Military both SM's information is required</b> </div>			
DUTY PHONE (7)			
<b>AND (Und)</b>			
LANDLORD'S NAME (Name des Vermieters) (Name des Vermieters, Nachname, Vorname, Mittelinitialen)			
<div style="border: 2px solid black; padding: 10px;"> <b>LANDLORD fills out the rest of the form from this SECTION on</b> </div>			
The following <input type="checkbox"/> furnished / <input type="checkbox"/> unfurnished apartment or house, located at : (Das folgende aufgeführte <input type="checkbox"/> möblierte / <input type="checkbox"/> unmöblierte/ Apartment oder Haus, in:)			
HOUSE NO. (Haus Nr.)	STREET NAME (Straße)	TOWN OR CITY (Ort oder Stadt)	ZIP CODE (PLZ)
<div style="border: 2px solid black; padding: 10px;"> <b>Each block must have something filled out, if it does not apply</b>  <b>then N/A or — will be put in the box</b>  <b>Example no access to the attic or nobasement then NA or adash - would be appropriate</b> </div>			
is let LIVING (Wohn)	OTHER ROOMS (Ar)		LIVING SPACE (sqm) (Wohnfläche) (qm)
List all additional rooms (Pantry, Sauna, Winter garden etc)		<b>MUST have the SQM listed</b>	
THE RENTAL PERIOD STARTS (Das Mietverhältnis beginnt am)	<b>MUST have a start date</b>	MONTHLY RENT (Monatliche Miete)	SECURITY DEPOSIT (interest bearing) (Kaution, verzinslich)
The monthly rent must be paid in advance to the landlord within 3 days of due date. (Die monatliche Miete ist im voraus zu bezahlen, spätestens drei Tage nach Fälligkeit.)		The cost of utilities is assessed as follows: (Enter - Inclusive, fixed-cost or meter) (Die Nebenkosten werden wie folgt festgesetzt: Tragen Sie ein ob: inklusive - feste Kosten - oder Zähler.)	
HEATING (Heizung)	ELECTRICITY (Strom)	WATER / SEWAGE (Wasser / Abwasser)	GARBAGE DISPOSAL (Müllabfuhr)
GARAGE (Garage)			
OTHER CHARGES (Andere Kosten)			
HEATING: Can be listed as oil, Bill Meter/Company or if there is a EURO amount you pay the landlord and <b>MUST</b> have EST. Example 250€ est			
ELECTRICITY: Can be listed as Meter/Company or if there is a EURO amount you pay the landlord and <b>MUST</b> have EST. Example 250€est			
WATER/SEWAGE: Can be listed as Meter/Company or if there is a EURO amount you pay the landlord and <b>MUST</b> have EST and PER PERSON (P.P). Example 30€P.P est			
GARBAGE: Can be listed as bill or if there is a EURO amount you pay the landlord and <b>MUST</b> have EST. Example 50€est			
OTHER CHARGES: Usually for chimney/heating maintenance. Annotated below the box or on the back in the remarks section what the other charges are for. List as bill or if there is a EURO amount you pay the landlord and it <b>MUST</b> have EST. Example 50€est chim/sweep-heat/main.			
<div style="border: 1px solid black; padding: 10px;"> <b>Any utility you pay to the landlord must have ESTIMATE (EST).</b>  <b>The bill will be reconciled at the end of the year.</b> </div>			

(OVER)

HOUSING REFERRAL OFFICE RENTAL AGREEMENT (Contd)		
6. The tenant shall notify the landlord in writing if either repair or maintenance is required. (Der Mieter soll den Vermieter schriftlich von notwendigen Reparaturen oder Instandhaltungsmaßnahmen unterrichten.)		
7. The landlord agrees that government issued furniture/supplies will not be held in lieu of any debts incurred by the tenant. Further, in case of emergency, landlord agrees to permit a military representative to enter the premises and remove such US Government property. (Der Vermieter verpflichtet sich, von der Regierung gestellte Möbel/Gegenstände nicht als Ersatz für vom Mieter verursachte Schulden zurückzuhalten. Weiterhin, im Notfalle, verpflichtet sich der Vermieter einem militärischen Vertreter die Erlaubnis zu geben, die Räumlichkeiten zu betreten und solches Regierungseigentum zu entfernen.)		
SPECIAL CONDITIONS / RESTRICTIONS (Besondere Bedingungen / Einschränkungen)		
<div>THIS SECTION IS USED FOR: Notification of a 1 YEAR LEASE If pets are allowed (pet deposit) Yard/sidewalk maintenance (especially snow and ice removal) Other Do's and Don'ts Anything else the landlord would like and can be continued on another attachment LANDLORD BANKING INFORMATION</div>		
After completion of USAFE Form 333a, Premises Condition/Inventory, one copy will be returned to the Housing Office within two weeks. (Eine Kopie der USAFE Form 333a, Zustand der Räumlichkeiten/Bericht, wird binnen zwei Wochen ausgefüllt an das Amerikanische Wohnungsamt zurückgegeben.)		
LANDLORD AUTHENTICATION (BEURKUNDUNG DES VERMIETERS)		
PRINTED NAME (Name in Druckschrift)	SIGNATURE (Unterschrift)	DATE (YYYYMMDD) um (JJJJMMTT))
Landlord or Representative prints, signs and dates		
TENANT AUTHENTICATION (BEURKUNDUNG DES MIETERS)		
PRINTED NAME AND GRADE (Name und Rang in Druckschrift)	SIGNATURE (Unterschrift)	DATE (YYYYMMDD) um (JJJJMMTT))
<div>DO NOT SIGN UNTIL YOU ARE WITH THE HOUSING COUNSELOR</div> <div>BRING A PRINTED COPY INTO THE HOUSING OFFICE DURING WALK-IN HOURS FOR CERTIFICATION</div>		<div>any quarters rental contract I not engage in limited to, stage over or employee</div>
PRINTED NAME AND GRADE	SIGNATURE	DATE (YYYYMMDD) um (JJJJMMTT))
HOUSING REFERRAL OFFICER CERTIFICATION		
<input type="checkbox"/> PRIVATE RENTAL APPROVED <input type="checkbox"/> SPONSOR <input checked="" type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT AUTHORIZED GOVERNMENT FAMILY QUARTERS		
PRINTED NAME AND GRADE	SIGNATURE	DATE (YYYYMMDD)
DISTRIBUTION (Within three working days after HRO certification)		
ORIGINAL - LANDLORD	1ST COPY - TENANT	2ND COPY - HRO    3RD COPY - CPF    4TH COPY - OTHER

**Utilities need to be assessed as follows/  
Die Nebenkosten sind wie folgt einzutragen:**

**Meter/Zähler:**

when the utility is paid directly to the utility company/**wenn der Mieter direkt mit den Versorgungswerken abrechnet**

**Estimated cost/Vorausleistung:**

when the tenant pays a certain amount to the landlord and receives an end of year bill from the landlord/**wenn eine monatliche Vorausleistung an den Vermieter gezahlt wird und der Vermieter mit dem Mieter abrechnet**



<b>REFERRAL OFFICE RENTAL AGREEMENT</b> (Mietvertrag des Amerikanischen Wohnungsamtes) (GERMANY)				DATE (YYYYMMDD) (Datum) (JJJJMMTT)		CONTROL NO. (Kontroll-Nr.)	
AUTHORITY: 10 U.S.C. 9775 (F032 AF CE D). Quarters assignment guidance. PRINCIPAL PURPOSE: To document the rental agreement between the landlord and military member. ROUTINE USES: Personal information is used to establish individual files of community support housing tenants. Also used to input data for automated products which in turn are used to mechanically forecast projected community negotiation of a rental agreement or entitlement to housing furniture. In addition to those disclosures generally permitted under 5 U. S. C. 552a(b) of the Privacy Act, these records or information contained therein may not be disclosed by the base housing office outside the DOD. DISCLOSURE: Voluntary.							
<b>BETWEEN (Zwischen)</b>							
SPONSOR'S NAME (Last, First Middle Initial) (Name des Mieters, Nachname, Vorname, Mittelinitialen)						GRADE (Rang)	
DUTY PHONE (Telefon)		ORGANIZATION (Einheit)					
<b>AND (Und)</b>							
LANDLORD'S NAME (Last, First) (Name der Vermieters, Nachname und Vorname)				ADDRESS (Anschrift)			
The following <input type="checkbox"/> furnished / <input type="checkbox"/> unfurnished apartment or house, located at : (Das folgende aufgeführte <input type="checkbox"/> möblierte / <input type="checkbox"/> unmöblierte/ Apartment oder Haus, in:)							
HOUSE NO. (Haus Nr.)		STREET NAME (Straße)			TOWN OR CITY (Ort oder Stadt)		ZIP CODE (PLZ)
is let for use as living quarters to the tenant. (wird als Wohnung an den Mieter vermietet.)							
LIVING ROOM (Wohnzimmer)	DINING ROOM (Esszimmer)	BEDROOM (Schlafzimmer)	KITCHEN (Küche)	BATHROOM (Badezimmer)	BASEMENT (Keller)	ATTIC (Dachgeschoß)	GARAGE (Garage)
OTHER ROOMS (Andere Räume)						LIVING SPACE (sqm) (Wohnfläche) (qm)	
THE RENTAL PERIOD STARTS ON (Das Mietverhältnis beginnt am)			MONTHLY RENT (Monatliche Miete)		SECURITY DEPOSIT (interest bearing) (Kaution, verzinslich)		
The monthly rent must be paid in advance to the landlord within 3 days of due date. (Die monatliche Miete ist im voraus zu bezahlen, spätestens drei Tage nach Fälligkeit.)							
The cost of utilities is assessed as follows: (Enter - Inclusive, fixed-cost or meter) (Die Nebenkosten werden wie folgt festgesetzt: Tragen Sie ein ob: inklusive - feste Kosten - oder Zähler.)							
HEATING (Heizung)	ELECTRICITY (Strom)	WATER / SEWAGE (Wasser / Abwasser)	GARBAGE DISPOSAL (Müllabfuhr)	GARAGE (Garage)	OTHER CHARGES (Andere Kosten)		
If any utility is "fixed" or "included in the rent", there cannot be an end of the year bill or reconciliation. (Wenn Nebenkosten als "feste Kosten" oder "inklusive im Mietpreis" sind, darf keine Abrechnung am Jahresende erstellt werden.)							
The tenant will have no responsibility to the landlord for any utility charges not specifically set out in this contract. (Der Mieter ist dem Vermieter nicht haftbar für irgendwelche andere Kosten, die nicht speziell in diesem Vertrag angeführt sind.)							
1. This contract may be terminated by the tenant giving the landlord a minimum of 15 days written notice of an unscheduled PCS, or a minimum of 30 days written notice when the tenant is moving into government or other economy quarters. The landlord's right to rental payments will cease the day following the tenant's vacating the premises. (Der Vertrag kann seitens des Mieters schriftlich gekündigt werden. Im Falle einer außerplanmäßigen Versetzung ist der Mieter gehalten, dem Vermieter die Kündigung unter Einhaltung einer Frist von mindestens 15 Tagen schriftlich zugehen zu lassen. Bei Bezug einer Regierungswohnung bzw. einer anderen, nicht staatlich kontrollierten Wohnung, gilt eine Kündigungsfrist von mindestens 30 Tagen. In diesen Fällen endet das Recht des Vermieters auf Mietzahlung am Tage nach dem Auszug aus der Wohnung.)							
2. Damage to property over and above normal wear and tear will be paid by the tenant. The cost for normal repair and maintenance are to be paid by the landlord. The tenant will not alter, modify or repaint/rewallpaper the leased premises without the written consent of the landlord. (Eigentumsbeschädigung, die über die normale Abnutzung hinausgeht, wird von dem Mieter vergütet. Die Kosten für übliche Reparaturen und Instandhaltung sind von dem Vermieter zu tragen. Der Mieter wird die gemieteten Räume ohne schriftliche Genehmigung des Vermieters, weder ändern, umgestalten noch neu streichen/ neu tapezieren.)							
3. Tenant is not authorized to sublet or give permission to utilize the rented apartment or any portion of the same to a third party. (Es ist dem Mieter untersagt, an eine dritte Person unterzuvermieten, oder die Erlaubnis zur Benutzung eines Teiles des gemieteten Apartments zu erteilen)							
4. This contract is not authorized until processed and countersigned by the Housing Referral Officer (HRO). This HRO is not a party to the agreement, but is merely acknowledging its existence and certifying that the facility has been accepted for occupancy by personnel assigned to this base. (Dieser Mietvertrag wird erst dann rechtskräftig, wenn er vom zuständigen Offizier des Wohnungsamtes bearbeitet und unterschrieben ist. Das Wohnungsamt ist keine Mietpartei des Vertrages; es wird lediglich bestätigt, daß ein Mietvertrag vorliegt und die Wohnung für Personal des Flugplatzes zum Bezug genehmigt worden ist.)							
5. In the event of disputes between landlord and tenant, except for the terms and conditions specifically addressed in this contract, the provisions of local rental laws will apply. (Im Falle von Streitigkeiten zwischen Vermieter und Mieter, gelten die Bestimmungen der örtlichen Mietgesetze, sofern in dem betreffenden Mietvertrag nicht ausdrücklich anderweitige Vereinbarungen getroffen wurden.)							

**HOUSING REFERRAL OFFICE RENTAL AGREEMENT (Contd)**

6. The tenant shall notify the landlord in writing if either repair or maintenance is required.

*(Der Mieter soll den Vermieter schriftlich von notwendigen Reparaturen oder Instandhaltungsmaßnahmen unterrichten.)*

7. The landlord agrees that government issued furniture/supplies will not be held in lieu of any debts incurred by the tenant. Further, in case of emergency, landlord agrees to permit a military representative to enter the premises and remove such US Government property.

*(Der Vermieter verpflichtet sich, von der Regierung gestellte Möbel/Gegenstände nicht als Ersatz für vom Mieter verursachte Schulden zurück-zuhalten. Weiterhin, im Notfalle, verpflichtet sich der Vermieter einem militärischen Vertreter die Erlaubnis zu geben, die Räumlichkeiten zu betreten und solches Regierungseigentum zu entfernen.)*

SPECIAL CONDITIONS / RESTRICTIONS *(Besondere Bedingungen / Einschränkungen)*

After completion one copy of the Premises Condition/Inventory, will be returned to the Housing Office within two weeks.

*(Eine Kopie des Zustand der Räumlichkeiten/Bericht, wird binnen zwei Wochen ausgefüllt an das Amerikanische Wohnungsamt zurückgegeben.)*

**LANDLORD AUTHENTICATION (BEURKUNDUNG DES VERMIETERS)**

PRINTED NAME <i>(Name in Druckschrift)</i>	SIGNATURE <i>(Unterschrift)</i>	DATE (YYYYMMDD) <i>(Datum (JJJJMMTT))</i>
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**TENANT AUTHENTICATION (BEURKUNDUNG DES MIETERS)**

PRINTED NAME AND GRADE <i>(Name und Rang in Druckschrift)</i>	SIGNATURE <i>(Unterschrift)</i>	DATE (YYYYMMDD) <i>(Datum (JJJJMMTT))</i>
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**TENANT'S CERTIFICATION (BESTÄTIGUNG DES MIETERS)**

*I certify that I will pay rent and/or debts, incurred by me prior to occupying Government Family Housing or terminating economy quarters prior to my PCS departure from this area. I further certify that I am paying the full amount of rent, and nothing additional, as expressly set forth in this rental contract. I also certify that the stated rent does not cover any additional property or services not expressly stated herein. In addition, I certify that I will not engage in any actions to gain an advantage over other potential tenants including, but not limited to, offers of payments of gratuities, bribes, kickbacks, or gifts to members of the landlord's family. Further, I certify I will take no action to cause the termination of any other rental contract of a member or employee of the Military Forces in order to gain said quarters either for myself or another member or employee of the Military Forces.*

PRINTED NAME AND GRADE <i>(Name und Rang in Druckschrift)</i>	SIGNATURE <i>(Unterschrift)</i>	DATE (YYYYMMDD) <i>(Datum (JJJJMMTT))</i>
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**HOUSING REFERRAL OFFICER CERTIFICATION**

PRIVATE RENTAL APPROVED



SPONSOR



IS



IS

NOT AUTHORIZED GOVERNMENT FAMILY QUARTERS

PRINTED NAME AND GRADE	SIGNATURE	DATE (YYYYMMDD)
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DISTRIBUTION *(Within three working days after HRO certification)*

ORIGINAL - LANDLORD

1ST COPY - TENANT

2ND COPY - HRO

3RD COPY - CPF

4TH COPY - OTHER

<b>PREMISES CONDITION / INVENTORY (GERMANY)</b> <b>ZUSTANDSBERICHT DER RÄUMLICHKEITEN (DEUTSCHLAND)</b>				1. DATE (YYYYMMDD) (DATUM (JJJJMMTT))	
<p><b>AUTHORITY:</b> 10 U.S.C. 9775 (FO32 AF CE D). <b>Quarters assignment guidance.</b> <b>PRINCIPAL PURPOSE:</b> To document the rental agreement between the landlord and military member. <b>ROUTINE USES:</b> Personal information is used to establish individual files of community support housing tenants. Also used to input data for automated products which in turn are used to mechanically forecast projected community negotiation of a rental agreement or entitlement to housing furniture. In addition to those disclosures generally permitted under 5 U.S.C. 552a(b) of the Privacy Act, these records or information contained therein may not be disclosed by the base housing office outside the DOD. <b>DISCLOSURE:</b> Voluntary.</p>					
2. PROPERTY ADDRESS (Anschrift)				3. TYPE OF INSPECTION (Art der Inspektion) <input type="checkbox"/> CHECK IN (Einzug) <input type="checkbox"/> CHECK OUT (Auszug)	
4. LANDLORD'S / AGENT'S NAME (Last, First, Middle Initial) (NAME DES VERMIETERS ODER DER AGENTUR (Familienname, Vorname und Mittelinitialen))				5. PHONE NUMBER (Telefon-Nr.)	
6. TENANT'S NAME (Last, First, Middle Initial) (NAME DES MIETERS (Familienname, Vorname und Mittelinitialen))				7. PHONE NUMBER (Telefon-Nr.)	
<b>8. METER READINGS (Zählerstände)</b>					
	ELECTRIC (Strom)	OIL (Öl)	GAS (Gas)	WATER (Wasser)	MISCELLANEOUS (Sonstiges)
START (Beginn)					
END (Ende)					
<b>9. CONDITION CODES (Zustandsbeschreibungen, Abkürzungen)</b>					
<b>BR:</b> BROKEN (zerbrochen) <b>BU:</b> BURNED (Brandfleck) <b>CR:</b> CRACKED (gespalten) <b>N:</b> NEW (neu) <b>OL:</b> OLD (alt) <b>MO:</b> MOLDY (moderig) <b>SO:</b> SOILED (schmutzig) <b>SC:</b> SCRATCHED (zerkratzt) <b>G:</b> GOOD (gut) <b>MR:</b> MARKED (gezeichnet) <b>ST:</b> STAINED (fleckig) <b>TO:</b> TORN (zerrissen) <b>WA:</b> WARPED (verzogen) <b>F:</b> FAIR (noch gut) <b>SE:</b> SEE REMARKS (siehe Bemerkungen)					
<b>10. KITCHEN (Küche)</b>					
	Condition (Zustand) - Quantity (Anzahl)	Condition (Zustand) - Quantity (Anzahl)	Miscellaneous Items (Verschiedenes)	Condition (Zustand) - Quantity (Anzahl)	
Floor (Fussboden)		Walls (Wände), Paint (Farbe), Wallpaper (Tapete)			
Sink (Spüle)		Ceiling (Decke)			
Window (Fenster)		Wiring outlets (Elektro-Anschlüsse)			
Windowsills (Fensterbretter)		Lights (Lampen)			
Curtains (Vorhänge)		Fixtures (Armaturen)			
Blinds (Rolladen)		Fridge/Freezer (Kühl-Gefrierschrank)			
Cabinets (Schränke)		Range (Herd)			
Doors (Türen)		Dishwasher (Geschirrspüler)			
Keys (Schlüssel)		Smoke Detector (Rauchmelder)			
<b>11. LIVING ROOM (Wohnzimmer)</b>					
	Condition (Zustand) - Quantity (Anzahl)	Condition (Zustand) - Quantity (Anzahl)	Miscellaneous Items (Verschiedenes)	Condition (Zustand) - Quantity (Anzahl)	
Floor (Fussboden)		Walls (Wände), Paint (Farbe), Wallpaper (Tapete)			
Window (Fenster)		Ceiling (Decke)			
Windowsills (Fensterbretter)		Wiring outlets (Elektro-Anschlüsse)			
Curtains (Vorhänge)		Lights (Lampen)			
Blinds (Rolladen)		Keys (Schlüssel)			
Doors (Türen)		Smoke Detector (Rauchmelder)			
<b>12. DINING ROOM (Esszimmer)</b>					
	Condition (Zustand) - Quantity (Anzahl)	Condition (Zustand) - Quantity (Anzahl)	Miscellaneous Items (Verschiedenes)	Condition (Zustand) - Quantity (Anzahl)	
Floor (Fussboden)		Walls (Wände), Paint (Farbe), Wallpaper (Tapete)			
Window (Fenster)		Ceiling (Decke)			
Windowsills (Fensterbretter)		Wiring outlets (Elektro-Anschlüsse)			
Curtains (Vorhänge)		Lights (Lampen)			
Blinds (Rolladen)		Keys (Schlüssel)			
Doors (Türen)		Smoke Detector (Rauchmelder)			
<b>13. BATHROOM/TOILET (Bad, Toilette)</b>					
	Condition (Zustand) - Quantity (Anzahl)	Condition (Zustand) - Quantity (Anzahl)	Miscellaneous Items (Verschiedenes)	Condition (Zustand) - Quantity (Anzahl)	
Floor (Fussboden)		Walls (Wände), Paint (Farbe), Wallpaper (Tapete)			
Window (Fenster)		Ceiling (Decke)			
Windowsills (Fensterbretter)		Wiring outlets (Elektro-Anschlüsse)			
Curtains (Vorhänge)		Lights (Lampen)			
Blinds (Rolladen)		Bath Tub (Badewanne)			

14. BATHROOM/TOILET (Continuation) (Bad, Toilette) (Fortsetzung)				
Condition(Zustand) - Quantity (Anzahl)		Condition(Zustand) - Quantity (Anzahl)		Condition(Zustand) - Quantity (Anzahl)
Doors (Türen)		Shower(Dusche)		
Keys (Schlüssel)		Toilet (Toilette)		
Cabinets (Schränke)		Sink (Waschbecken)		
Mirror (Spiegel)		Bathroom fixtures (i.a. Towel Rack)(Badezubehör, z.B. Handtuchhalter)		
Fixtures (Armaturen)				
Additional Guest Toilet (Zusätzliche Gästetoilette) :		Sink (Waschbecken)		Toilet (Toilette)
Walls (Wände), Paint (Farbe), Wallpaper (Tapete), Tiles (Fliesen)				
Bathroom fixtures (i.a. Towel Rack) (Badezubehör, z.B. Handtuchhalter)				

15. BEDROOMS (Schlafzimmer)				
	Condition (Zustand) - Quantity (Anzahl)			
	Room 1 (Raum 1)	Room 2(Raum 2)	Room 3(Raum 3)	Room 4(Raum 4)
Floor (Fussboden)				
Window (Fenster)				
Windowsills (Fensterbretter)				
Curtains (Vorhänge)				
Blinds (Rolladen)				
Doors (Türen)				
Keys (Schlüssel)				
Ceiling (Decke)				
Wiring outlets (Elektro-Anschlüsse)				
Lights (Lampen)				
Walls (Wände), Paint (Farbe), Wallpaper (Tapete)				
Smoke Detector(Rauchmelder)				

16. OTHER AREAS, ITEMS AND EXTERIOR (Andere Räumlichkeiten, Gegenstände und Aussenanlagen)				
Condition(Zustand) - Quantity (Anzahl)		Condition(Zustand) - Quantity (Anzahl)		Condition(Zustand) - Quantity (Anzahl)
Entrance keys (Haustürschlüssel)		Driveway(Einfahrt)		Hallway Smoke Detector(Rauchmelder Flur)
Mailbox keys (Briefkastenschlüssel)		Shrubs (Sträucher)		
Garage (Garage)		Lawn (Rasen)		
Remote (Fernbedienung)		Trees(Bäume)		
Balcony (Balkon)		Patio (Terrasse)		
Garbage Bin(Müllbehälter)		Deck (Boden)		

17. REMARKS (Bemerkungen)

18. I hereby state that the above information is correct and all parties involved are in full agreement.  
(Mit meiner Unterschrift bestätige ich, dass alle gemachten Angaben richtig sind und in Übereinstimmung getroffen wurden.)

a. PRINTED NAME OF TENANT (Last, First, Middle Initial) (NAME DES MIETERS in Druckbuchstaben (Familienname, Vorname, Mittelinitialen))	b. SIGNATURE (Unterschrift)	c. DATE (YYYYMMDD) (Datum (JJJJMMTT))
d.PRINTED NAME OF LANDLORD(Last, First, Middle Initial) (NAME DES VERMIETERS in Druckbuchstaben (Familienname, Vorname, Mittelinitialen))	e. SIGNATURE (Unterschrift)	f. DATE (YYYYMMDD) (Datum (JJJJMMTT))

19. TO BE COMPLETED AT TIME OF TERMINATION (Bei Beendigung des Mietverhältnisses auszufüllen)

Quarters condition(Wohnungszustand) ☐ has (hat sich) / ☐ has not (hat sich nicht) changed (verändert). Outstanding bills are (Zu zahlen sind noch) :

a. RENT UNTIL (Miete bis) COST (Betrag) (EURO)	b. UTILITIES (Nebenkosten) COST (Betrag) (EURO)
c. DAMAGES (Beschädigungen) COST (Betrag) (EURO)	

20. With my signature I verify that all debts have been settled and I have no further claim against the tenant.  
(Mit meiner Unterschrift bestätige ich, dass alle Schulden beglichen sind und dass ich keine weiteren Ansprüche an den Mieter habe.)

a. PRINTED NAME OF LANDLORD(Last, First, Middle Initial) (NAME DES VERMIETERS in Druckbuchstaben (Familienname, Vorname, Mittelinitialen))	b. SIGNATURE (Unterschrift)	c. DATE (YYYYMMDD) (Datum (JJJJMMTT))
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## ***JAGLINE RAMSTEIN LAW CENTER***



### **Winter Issues in Germany**

Winter is upon us! To prepare for the upcoming winter weather, keep the following in mind to ensure that you are protecting yourself by complying with our host nation's laws.

#### **Snow & Ice Removal**

Under German law homeowners are often responsible for keeping walkways, sidewalks and driveways free of snow and ice accumulation. Failures to do so may result in pecuniary liability should someone slip and fall on your property and become injured.

"But I'm not the homeowner!" You may still be liable. Many rental contracts shift the responsibility of snow and ice control from the homeowner to the tenant making the tenant personally liable should a mishap occur from the tenant's failure to remove accumulated snow or ice. If you're not sure whether you're responsible, check your rental contract!

#### **What do I need to do?**

Here are some tips to help you to know what to do to ensure that you are fulfilling your responsibilities:

- Remove any snow/ice accumulation on your property that could cause an ordinary person taking standard precautions to slip and fall.
- Removal of snow accumulation is an on-going duty. This may require the tenant or homeowner to shovel their property throughout the day. The "I was at work all day" excuse will not work.
- You are responsible for the driveway and walkways on your property. This includes the pedestrian walkway and half of the street in front of your home.
- Make sure to purchase a good snow shovel and sufficient salt early on. In heavy snow years, shovels and salt can become increasingly scarce.

#### **How can I protect against liability?**

While taking the precautions listed above will likely prevent most accidents, the best way to protect against monetary loss is with liability insurance.

Liability insurance protects you against claims from individuals who sustain injuries on your property. In the event someone slips and falls on your property, liability insurance would pay the claim on your behalf rather than you personally paying out of pocket.

You can likely obtain liability insurance from your current auto, renter's, or homeowner's insurance carrier. It is typically relatively inexpensive, but may prove very useful in case of an accident.

#### **Automobile Issues**

Along with your property, you must also make sure your vehicle is prepared for winter conditions. German Federal law requires the use of suitable tires when road conditions are icy. There are two different types of tires that will generally satisfy this requirement. These tires will have one of two markings indicating that they are rated as appropriate for driving in snowy and icy conditions. These tires marked with "M+S" (indicating Mud and Snow tires) or with a snowflake (indicating snow tires). If you are found driving in winter conditions without the appropriate tires, you could be fined €60 and given a point against your license. In case of creating an obstruction, an endangerment or even an accident, this fine could increase in €20 steps up to €120.

As a final winter driving tip, be aware that it is against the law in Germany to let your vehicle run idle unnecessarily, for example to allow your vehicle's engine and interior warm up. Along with the environmental consequences, you could be fined €10.

Questions? Please contact the Ramstein Law Center

**86 AW/JA  
Bldg 2137 Ramstein AB  
DSN 480-5911/5912**

**Check out the AF Legal Assistance website!  
<https://aflegalassistance.law.af.mil>**

**Questions?  
Email us at [86aw.jac@ramstein.af.mil](mailto:86aw.jac@ramstein.af.mil)**

# Don't become a Victim!

What's yours is yours and what you can do to help keep it that way!

One of the most frequent calls that Security Forces receives concerns vehicle break-ins. The common thread in all vehicle break-in's isn't whether the vehicle is secured or unsecured but what valuables are laying out in plain site! The 5 top high value items stolen from vehicles are:

1. Navigation Systems
2. iPods
3. Gas Cards
4. Cell Phones
5. Wallets and Purses

Tips to help keep what's yours, both in your vehicle and in your home!

1. Lock your vehicle at all times! It only takes a second for someone to snatch your GPS if you have your car unlocked.
2. Remove all high-value items from plain site! For example the GPS in the above example can be snatched in seconds in an unsecured vehicle but it doesn't take much longer to bust the window and grab it if it's in plain sight!
3. Remove the GPS mount from the window when not being used. Also wipe off the suction cup marks from the window that are caused by the GPS mount. This is just a signal to the crooks that you may have one in your glove box.
4. Park in well-lit and well traveled areas, or better yet in a locked garage.
5. Always lock the doors to your home or dorm room, not only when you are out but even when you are at home. By locking the doors even when you are home you can deter unauthorized entry and prevent assaults. Use exterior lights to illuminate dark areas. Trim back bushes and hedges beneath windows. When you will be gone for a period of time, ask a trusted neighbor or friend pick up your newspapers and mail so it doesn't accumulate at your front door.