LEASE ADDENDUM REGARDING U.S. SERVICEMEMBERS' CIVIL RELIEF ACT

(Each Tenant must sign a separate Addendum)

1. Reason for Addendum. In order to balance the needs of Landlord and Tenants and allow
Tenants that are service members in military service with the Army, Navy, Air Force, Marines or Coast
Guard (whether on active duty with the regular armed services, National Guard or Reserves) or
commissioned officers of the Public Health Service or the National Oceanic and Atmospheric
Administration (collectively "Servicemember") to meet their military service obligations and, further, in
order to comply with the requirements of the U.S. Servicemembers' Civil Relief Act ("SCRA") and the
Virginia Residential Landlord Tenant Act ("VRLTA"), Landlord and each Tenant have executed this
Addendum.

- 2. <u>Military Status</u>; <u>Notice Requirement</u>. The undersigned Tenant ___ is or ___ is not a Servicemember entitled to benefits under the SCRA. Tenant agrees to notify Landlord at any time, if and when Tenant's military status changes, they are required to go on temporary duty ("TDY") for three (3) months or more, they receive orders for a permanent change of station ("PCS") or their duty station changes or is scheduled to change, or if Tenant's military duties otherwise interfere or reasonably may interfere with Tenant's duties and obligations under the Lease.
- 3. <u>TDY and PCS</u>. Tenant acknowledges that Paragraph 9d of the Lease requires that Tenant notify Landlord if Tenant is not going to occupy the property or be away from the property for more than seven (7) consecutive calendar days, even if Tenant goes on TDY or receives orders for a PCS. If such event(s) occur, Tenant shall timely notify Landlord prior to such TDY or PCS (except in emergency situations) and make suitable arrangements to ensure that the remaining terms and conditions of Tenant's Lease are satisfied. Specifically, Tenant is reminded of their duty to timely pay any and all rent due, protect the property, and keep the property secured.
- 4. Waiver of SCRA; Non-Waiver of VRLTA Rights. In accordance with SCRA §517 (as amended, renumbered or replaced from time to time) Tenant hereby waives certain rights, duties and liabilities under the U.S. Servicemembers' Civil Relief Act, but only as to those provisions relating to automatic stays of proceedings for eviction, for nonpayment or rent or other breach of the Lease. This waiver shall not be deemed or construed to reduce or adversely effect Tenant's rights reserved under the SCRA or VRLTA, namely Va. Code Ann. § 55-248.21:1 (Early Termination of Rental Agreement by Military Personnel). All other rights, duties and obligations of Landlord and Tenant set forth in the Lease shall remain unchanged and in full force and effect.
- 4. <u>Other Rights Unchanged</u>. This Addendum is separate from the Lease and does not, except as expressly stated herein, modify any of the contractual rights and duties of the Landlord or the Tenant set forth in the Lease.

<u>LANDLORD</u> :	<u>TENANT</u> :	
Maily Roberts-Jacobs		
Print Name	Print Name	
Sign and Date	Sign and Date	