DOCUMENT NAME: Residential Leases
DOCUMENT TYPE: 40

1. **Description:** A lease is a contract by which one conveys the use of real estate for a specific amount of time and for a specific amount of money.

2. **Primary Forms:** Department of Transportation, USCG 5571, USCG Residential Lease.

3. **Related Forms:**
   Department of Transportation, USCG 5571A, USCG Residential Leases, General Provisions;
   Department of Transportation, USCG 5571B. Modification of Contract;
   Voucher for Payment for Leased Housing Claim.

4. **Document Number:** Standard Number - unit assigned.

   SAMPLE: 4004330P5S071

Document Type	FY Funded	Procurement Site	FY Contract Originated	Region	Program Elements	Document Sequence	Suffix
40	04	33	0	P	5S	071	Note

Note: See Chapter 5 for basic suffix numbering. Suffixes will appear as the corresponding month in a fiscal year. If multiple transactions are required during the same month, the second position of the suffix will be incremented starting with a 2, i.e. 021. Direct payment suffixes will begin as "D" and the corresponding month in a fiscal year, i.e., D01=Oct.

5.Accounting Line:
The line of accounting will always be: 2/P/_01/299/12/0/XX/7865_/2322

For cost center enter:

78651 for accompanied family housing;
78652 for unaccompanied personnel housing;
78654 for housing for members without dependents.

For program element: Enter the program element cited in the document number

6. **FINCEN Critical Processing Requirements:**

   a. Issuing units must ensure that the following information is included on each original CG 5571:

      (1) Lease agreement number (standard DTCG/HSCG format).

      (2) Complete lessor remittance address and tax code.

(3) Beginning and ending dates of lease.

(4) Monthly/quarterly/annual rate.

(5) Payment due date.

(6) Premises address.

(7) Lessor's signature.

(8) Contracting Officer's signature.0

b. Use USCG Form 5571A to add applicable clauses.

c. Ensure the EFT/ACH Vendor Payment Enrollment Form is completely filled out , contains the lessor's signature, and has the complete lease contract number annotated on it.

d. Submitted hard copy of the documents must be legible.

7. Other Information: The lease should include the cost of utilities and must clearly state who (Vendor or Government) is responsible for payment of the utilities. Utilities that are paid by the Coast Guard separately from the lease are handled in accordance with the utility section. See document types 44, 46, and 49 for treatment of these utilities. The vendor is not required to submit an invoice but will be paid monthly, quarterly, etc., based on the terms of the lease. A clause allowing an adjustment to the rent to cover any underestimation of utility is allowed. This adjustment must be reported using USCG 5571B, Modification of Contract. The modification must show the utility type (electricity, water, etc.) and the time frame. The CFR prohibits the use of annual appropriation for payment for services received in another fiscal year. Utilities for prior fiscal year can not be paid from current leases.

8. FPD Information:

a. Obligations for leases are not transmitted via FPD. A hard copy of this document must be mailed to the FINCEN so the recurring master can be entered into CGOF.

b. This document is entered in FPD using the Simplified Acquisitions Applet using the Recurring Charge Module. The suffix will increment by 1 for each new accounting entry starting with 001

9. Document Flow:

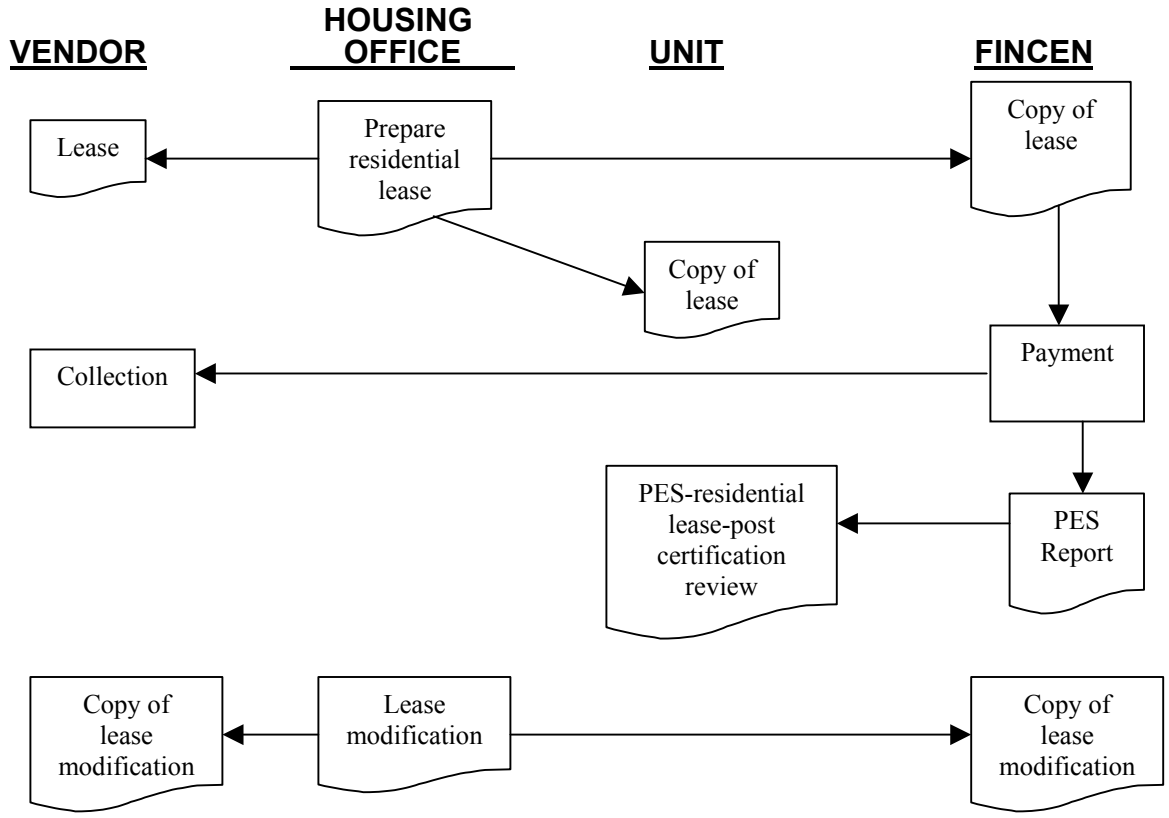

Figure 12G-10a Residential Leases

a. Figure 12G-10a describes the procedures for processing Residential Leases.

b. The Housing Officer negotiates a real property lease with the lessor and forwards an obligation copy of the lease to the FINCEN. The FINCEN requires the lease at least 30 days prior to the first payment.

c. The FINCEN makes payment to the vendor.

d. The PES report is used by the housing officer for post certification review.

e. Modification of all leases must be on an USCG 5571B, Modification of Contract. Letters are not acceptable. Lease modifications and terminations are initially sent to the FINCEN using e-mail with a follow up hard copy mailed to FINCEN, with the letter of intent informing the lessor of the possible change attached also. The USCG 5571B, Modification of Contract, must show the reason for the modification, specially, if the modification covers one time payment such as

f. special taxes levy. Changes should be submitted by the 20th of the month to be effective that month. Terminations should be received at the FINCEN not later than the 15th of the month. This will enable FINCEN to take appropriate action and avoid overpayment.

f. Family housing leases cannot exceed a five-year period. After five years, a new lease with a new number must be issued. Leases that expire in less than five years with a renewal clause will not automatically renew. They must be renewed using USCG 5571B.

g. The FINCEN will include in the year end message to the units the requirement that the Area Housing Officer will send a letter to FINCEN (OPA2A) listing the multi-year lease number and price for all leases to continue in the new FY. The list should be accompanied by modifications for the leases that are being terminated and leases with changes, such as price change, address change etc. The FINCEN requires this information by 1 October each year.

h. Utilities paid by the vendor require no special action. Utilities which are paid by the Coast Guard are handled in accordance with the utility sections. See document type 44, 46 and 49 for treatment of these utilities.

i. The USCG Claims and Litigation Manual, COMDTINST M5890.9 series, lists the documentation that must be submitted to the FINCEN for payment of housing damage claims. All claim settlements submitted to the FINCEN must include a memorandum (see Figure 12G-10b) transmitting the claim to the FINCEN and a voucher for payment (see Figure 12G-10c).

10. Sample Forms: See Figure 12G-10d, 12G-10e, 12G-10f, and 12G-10g.

11. PES report sample:

DOCUMENT ID	TRANS CODE	BATCH NUMBER	COST CENTER	OBJ CLASS	COMMIT	UNDELIVERED ORDERS	ACCRUED EXPEND	EXPEND
4004330P5S071001	051	04060FH6F	78651	2322	0.00	51.00	0.00	0.00
4004330P5S071001	0512	04065FH6N	78651	2322	0.00	51.00-	0.00	0.00
4004330P5S071001	106F	04065FH6N	78651	2322	0.00	0.00	0.00	51.00

12. References:

COMDTINST M11101.13D, Coast Guard Housing Manual

LEASED HOUSING DAMAGE CLAIM

DD MMM YY
11101/*

Commander, * Coast Guard District

Commanding Officer, Coast Guard Finance Center

1. In accordance with the Contract Disputes Act of 1978, as amended (41 USC 601-613), the Claimant, * , submitted a claim for damages to Government Leased Housing (Contract Number *). The mailing address of the claimant is * . The Claimant and the Government have agreed to settlement of this claim in the amount of $ * .Enclosure (2) is a copy of the signed settlement voucher.

2. The amount approved for payment of this claim is $ * . The accounting and appropriation data for this transaction is : 2/P/*01/299/12/0/**/7865*/4202.

/s/

Encl: (1) Claim for damages
(2) Claim voucher
(3) Demand for payment letter

Copy: (1) Claimant, w/o enclosures
(2) Local housing office, * , w/o enclosures

Figure 12G-10b

VOUCHER FOR PAYMENT FOR LEASED HOUSING DAMAGE CLAIM

COMMANDER, * COAST GUARD DISTRICT

PAYMENT TO: *LESSOR(S)
ADDRESS
CITY, ST ZIP CODE

CONTRACT NUMBER: 4000**-0*-LP5*-***

AMOUNT CLAIMED: $*00.00 **DATE CLAIM RECEIVED**: *DD MMM YY

AMOUNT OF SETTLEMENT: $*00.00 **DATE OFFER SENT**: *DD MMM YY

BRIEF DESCRIPTION OF CLAIM OFFER:

a.	*	$*00.00
b.	*	$*00.00
	TOTAL:	$*00.00

ACCEPTANCE BY CLAIMANT(S)

I, (WE), the claimant(s), do hereby accept the within stated settlement as full and final consideration against the within stated claim.
DATE:_____ _____
(Claimant)

THIS CLAIM HAS BEEN FULLY EXAMINED IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT DISPUTES ACT OF 1978, AND IS APPROVED IN THE AMOUNT OF $*00.00.

*
LEASED HOUSING
CONTRACTING OFFICER

ACCOUNTING CLASSIFICATION: 2/P/*01/299/12/0/**/7865*/4202

*
AREA HOUSING OFFICER

Figure 12G-10c

UNITED STATES COAST GUARD RESIDENTIAL LEASE

October 1, 2004 (Lease Date)

4004-33-0-L-P 59071U (Lease Number)

THIS LEASE, made and entered into this date by and between the LESSOR named below, hereafter called the LESSOR and the UNITED STATES COAST GUARD, hereafter called the COAST GUARD.

1. THE LESSOR:

1.a. NAME/s: CTL MANAGEMENT INC

1.b. Tax Code/Social Security #: 12-1234567
Telephone: (757) 523-1234

1.c. Correspondence Address: HUNT CLUB APARTMENTS
132 SOUTH ST. CHES, VA 23701

1.d. Check Mailing Address: DIRECT DEPOSIT

1.e. Lessor's interest in the property herein described is that of owner OR agent for owner:
RANDALL REALTY CORP

1.f. Lessor and/or owner (is OR is not) a Federal Employee.

1.g. Lessor Successors: Should ownership of the premises pass to another individual or company, this lease is binding on the new owner.

WITNESSETH: The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

2. THE LEASE:

2.a. The Lessor hereby leases to the Coast Guard the following described premises:

Total Bdrms: 3 Total Baths: 2 Total Rooms: 5
Square Feet: 1013 County: KING
Congressional Dist: 7
Construction Style: APARTMENT

Address: 132 SOUTH ST. #A-100
CHESAPEAKE, VA 23701

2.b. The Lessor shall furnish a refrigerator and stove. The Government does not accept liability for furnishing, draperies and curtains left in the unit nor are these items made part of this contract. All other Lessor furnished items shall be included and noted in the Inspection Report as explained in the General Provisions.

2.c. The premises are used to house members of the Coast Guard and their dependents, if any, regardless of race, color, religion, sex or national origin.

1 Coast Guard _____ Lessor _____

DEPT. OF TRANSP., USCG, CG 5571 (9/94)

Figure 12G-10d USCG 5571, Coast Guard Residential Lease

UNITED STATES COAST GUARD RESIDENTIAL LEASE

October 1, 2004 (Lease Date)

4004-33-0 -L-P5S971U- (Lease Number)

2. THE LEASE: (cont'd)

2.d. The Lessor shall keep the premises free from pests in conformance with local and state health regulations.

2.e. Smoke detectors are installed in accordance with federal, state and local regulations. Hardwired: [X] Yes, [ ]No.

2.f. Automatic (Fire) Sprinkler Systems are installed in accordance with federal, state and local regulations: [X] Yes, [ ]No, [ ]N/A.

2.g. Grounds care is OR is not performed by Lessor.

2.h. Pets are OR are not allowed.

2.i. Lessor does OR does not permit child care.

2.i.(1) If permitted, no increase in rent or utilities will be paid to the Lessor.

2.i.(2) Child care is defined to be in-home care of more than one but no more than six children other than occupant dependents at a minimum of 10 hours per week per child for compensation.

2.j. The Lessor agrees to comply with all federal, state, and local laws which apply to the ownership and operation of the premises, and will obtain at Lessor expense all necessary permits and related approvals, including but not limited to those for lead, radon, asbestos, and other environmental and safety measures.

3. THE TERM:

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on October 1, 2004 through September 30, 2009 subject to termination and renewal rights as may be herein set forth. No lease shall exceed a period of five years.

4. THE RENEWAL:

Annually, effective 1 October, this lease will be automatically renewed at the option of the Coast Guard for the term stated in Clause 3, at the rate stated in Clause 5.a. After a period of twelve months, the annual rate may be subject to renegotiation. Evidence supporting rental rate adjustment, such as changes in property taxes, insurance premiums and/or inflationary indices, must be provided by the Lessor to the Coast Guard Local Housing Authority prior to the first of July. Lessor failure to notify the Coast Guard of requested rate adjustment will result in this lease being automatically renewed at the same rate. Requests for adjustment to utility costs are addressed in Clauses 5.f and 5.g of this lease.

No renewal shall extend beyond September 30, 2009.

2 Coast Guard _____ Lessor _____

DEPT. OF TRANSP., USCG, CG 5571 (9/94)

Figure 12G-10e USCG 5571, Coast Guard Residential Lease (Con't)

UNITED STATES COAST GUARD RESIDENTIAL LEASE

October 1, 2004
(Lease Date)

40 04 33 0-L-P 5SU071U
(Lease Number)

5. PAYMENT TO LESSOR:

5.a. The Coast Guard shall pay the Lessor an annual amount of $30,480.00 at the rate of $2,540.00 per month in arrears. The monthly payment is comprised of:

for rent: $ 2,300.00
for utilities: $ 240.00

5.b. Payments to the Lessor will be due on the 5th workday of the month for the preceding month's rent. The date of the check issued in payment shall be considered to be the date payment is made.

5.c. The Prompt Payment Act, Public Law 97-177 (96 Stat.85, 31 USC 1801) is applicable to payment under this contract and requires the payment to the Lessor of interest on overdue payment and improperly taken discounts. Determination of interest due will be made in accordance with the Prompt Payment Act and Office of Management and Budget Circular A-125.

5.d. Payments include all utility charges for heat, water, sewage, gas, electricity, and trash removal except in geographic locations where state and local regulations do not allow inclusion. Telephone and cable television are the responsibility of the occupant.

5.e. Rent for a lesser period shall be prorated as 1/30th of the per month rate.

5.f. The utility rate is based on an average monthly cost calculated over a twelve month period. Twelve (12) months after initial or subsequent occupancy, this lease may be adjusted upward or downward to compensate for incorrect estimates for utility amounts. It is the Lessor's responsibility to monitor utility consumption and to provide the Coast Guard with verifiable utility consumption documentation for a twelve (12) month period. Failure to provide required documentation will not justify utility payment adjustments.

5.g. It is the Lessor's responsibility to maintain all utility machinery in efficient operation. The Lessor is responsible to notify the Coast Guard immediately of any excessive utility costs. A one time utility payment may be authorized by the Coast Guard to compensate for verifiable utility abuse by the occupant. Documentation supporting utility abuse must be provided by the Lessor prior to reimbursement.

6. TERMINATION:

The Coast Guard may terminate this lease at any time by giving at least a 30 day notice in writing to the Lessor. Said notice shall be computed commencing with the day after the date of mailing. No rental payment shall accrue after the effective date of termination.

3 Coast Guard Lessor

DEPT. OF TRANSP., USCG, CG 5571 (9/94)

Figure 12G-10f USCG 5571, Coast Guard Residential Lease (Con't)

UNITED STATES COAST GUARD RESIDENTIAL LEASE

October 1, 2004
(Lease Date)

4004 330 -L-P 58071U
(Lease Number)

7. AVAILABILITY OF FUNDS:

Unless otherwise notified, funds will become available on the effective date of this lease and any subsequent renewals. The Coast Guard's obligation hereunder is contingent upon the availability of appropriated funds from which payment for this contract can be made. No legal liability on the part of the Coast Guard for payment of any money shall arise unless and until funds are made available to the Contracting Officer for this procurement. You will be notified immediately if funds do not become available for this procurement.

8. MODIFICATION TO CONTRACT:

The following Clauses within this lease may be modified using Form 5571B, Modification to Contract, as consented to by the Lessor and the Leased Housing Contracting Officer.: Clauses 1.a-f, 2.a-b, 2.g-i, 3 and 5.a. The attached General Provisions may not be modified.

9. ATTACHMENTS:

Coast Guard Form 5571A, United States Coast Guard Residential Lease General Provisions and the Condition Inspection Report are attached and made a part hereof.

10. CONTRACTING OFFICER:

The Coast Guard Leased Housing Contracting Officer may be contacted at the following address and telephone number:

Commanding Officer (ch)
Integrated Support Command
100 MacArthur Causeway
Miami Beach, VA 33139-5101
Phone: (757) 235-4567

LESSOR

BY Bob Jones Off/Mgr
Lessor Signature

Lessor Signature

UNITED STATES COAST GUARD

BY T. CAT

Tom Cat
Leased Housing Contracting Officer
Authority: 14 U.S.C. 475(a)

4 Coast Guard Lessor

DEPT. OF TRANSP., USCG, CG 5571 (9/94)

Figure 12G-10g USCG 5571, Coast Guard Residential Lease (Con't)