



DEPARTMENT OF THE ARMY  
UNITED STATES ARMY SOUTH  
UNITED STATES ARMY GARRISON-MIAMI  
8300 NW 33<sup>rd</sup> STREET, Suite 110  
MIAMI, FL 33122-1940

SOGM-DOH

Dear Property Manager/Landlord:

Thank for your interest in the United States Southern Command (U.S. SOUTHCOM) Housing Set-Aside Program. This program was established to decrease the initial cost of relocating the service member and his family. There are advantages in this program for both the military tenant and the property manager/landlord.

- Military Tenant

No Credit check, application fee or security deposit, best rental rates and choice of participating properties, can enroll his/her own landlord.

- Property Manager/Landlord

Rent guaranteed by electronic transfer, twelve months minimum lease, Command support, and marketing advantages.

Enclosed for your review are copies of the basic agreement, What is Set-Aside Housing, and Introducing Rent Set-Aside. Once you have reviewed this information and contacted our office we will, in turn, schedule a site visit for completion of the Department of the Army Housing Acceptability Criteria checklist. Your property will be assigned a property code number and added to the list of participating property managers. We will provide the list to all incoming U.S. SOUTHCOM families at our inprocessing briefing and through the U.S. SOUTHCOM homepage.

Thank you for your interest in our Housing Set-Aside Program. Please feel free to contact our office at (305) 437-2656, if you have any questions regarding any aspects of this program.

Sincerely,

*Linda L. Hicks*  
Linda L. Hicks  
Chief Housing Division

Enclosures  
As stated



# FOCUS

## Introducing Rent Set Aside

U. S. Southern Command is excited to announce the arrival of a new Set-Aside program designed specifically to serve those that serve! Set-Aside eases the concerns of new transfers, such as:

- Reputable apartment communities
- Affordable housing
- Safe and suitable housing

Working together, apartment communities and Housing can ensure the highest standard of living available.

### *What is Set-Aside?*

The Set-Aside program was developed to assist with off-post housing referrals. Whether your service member has to or chooses to live off post, the Set-Aside program makes that decision more affordable. A Set-Aside program offers your office control over the quality and pricing of off post housing. The service member receives safe, clean and affordable housing. The Property Management Community reduces vacancies with pre-qualified and dependable residents. Typically, any property wishing to participate will agree to waive the Security Deposit and application fee. Usually the monthly rent is reduced below market.

*"GREAT PROGRAM! If your property is military and you want guaranteed rents and super support, this is the way to go!"*

*Brenda Breed  
Breezy Point Apartments  
Norfolk, VA  
1-757-440-0000*

### *Advantages and Benefits to the Service Member...*

- Pre-qualified apartment communities, inspected by housing
- Rent paid by allotment
- Waived security deposit
- Waived application fees
- Discounted rent
- Transferable allotments when you move
- Can not be turned down

Benefits will vary with each apartment community. Imagine being able to take advantage of some or all of the above mentioned benefits!

### What does the Property receive in return...

- Direct referrals--According to research, \$200 in advertisement is spent, per individual, drawing interest to an apartment community. Set-Aside reduces this cost to approximately \$50.
- Service members are pre-qualified.
- Rent--Paid by allotment and as good as cash. Allotments are deposited directly to the property on the first working day of the month. No more returned checks.
- Direct deposit of cash. No more lost checks and balancing of cash. Allotments are deposited directly to the properties bank account.
- Payment posting listing--Complete and detailed listings of all participating residents are faxed directly to the property on the first working day of the month. This list also serves as a receipt for the deposit of cash.
- Command support--Housing office provides assistance with problems relating to Set-Aside residents.
- A reduction in vacancy.
- Missing rent--Call **TOLL FREE 1-800-765-2110** to reach our customer service department. Normally, within 24 hours, funds are located and your problem is solved.

## ***WHAT IS SET-ASIDE HOUSING?***

Governed by an agreement between the Management Company and Housing, Set Aside provides military personnel, enlisted and officers, with off base affordable housing Implemented to ease transitions and defray costs incurred while moving such as:

- Security Deposits
- Application fees
- Reduction on rental cost

Credit checks are waived as the housing office on BMP & VHA approves applicants.

## ***WHO IS ELEGIBLE UNDER SET-ASIDE?***

All military personnel, married and single

## ***CAN APARTMENT COMPLEX REFUSE TO RENT CERTAIN RANKS?***

NO. Any rank can rent at the current Set-Aside rental rate. However, a member can be turned down from a bad reference from previous landlord.

## ***CAN APARTMENT COMPLEX OBLIGATED TO RENT PLACE ALL UNITS IN THE SET-ASIDE PROGRAM?***

NO. Each apartment complex agrees to Set-Aside a specific number of units. When the quota of the apartments has been filled.

Only the Management Company can increase the quota if they so desire.

## ***HOW DOES THE MILITARY MEMBER GET APPROVED?***

The military member reports to housing office with their orders and LES for counseling. The military member **MUST** be present to process the set-aside paperwork and start the rental allotment. NO power of attorney will be accepted.

- A minimum of one year must be remaining on EAOS (Expiration of Active Obligated Service) & PRD (Projected Rotation Date).
- If single, E-5 and below, approval from command is required to live off base. Verification should be noted on application form. Once counseled, the military member receives a VOE (Verification of eligibility) and a list of apartment complexes. This list will be determined by military member's qualification based on BMP + VHA = Rent.

- The letter of intent (LOE) & Addendum to lease is presented to the property selected.

### **HOW IS RENT PAID?**

MANDATORY monthly allotment initiated by housing & finance to the landlord. Rent is the military member responsibility and must be paid directly to the landlord by certified funds or cash until the allotment becomes effective. NO PERSONAL CHECKS ARE ACCEPTED UNDER THIS PROGRAM.

### **DOES AN APARTMENT COMPLEX HAVE TO KEEP UNITS IN SET-ASIDE VACANT?**

NO. Set-Aside units are not required to hold vacant. You are only agreeing to the terms of the Set-Aside program outlined in the agreement with housing. However, if you have two applicants for the same Set-Aside unit, one civilian, one military, preference must be given to the military applicant.

### **A MILITARY MEMBER IS TRANSFERRED BEFORE 12 MONTH LEASE IS OVER DOES THE GOVERNMENT HONOR THE REMAINDER OF THAT LEASE?**

NO. If the military must break the lease agreement for any of the reasons outlined in the Set-Aside agreement. The apartment complex will be given a 30-day notice and must release the military member from his/her lease.

**REMEMBER..... Housing is required to qualify applicants and will not be referring anyone that does not have at least 12 months remaining on their orders.**

### **LEASES**

**Military members will be responsible for signing the individual leases with the apartment complex they have selected. They will be responsible for all rules / regulations and policies that are applicable.**

### **HOW DOES THIS PROGRAM AFFECT THE MILITARY MEMBERS CURRENT LEASE?**

- It is the decision of the individual management companies to release a military member from their current lease. However, at the end of the original lease term, the military member can participate in the Set-Aside by signing a new 12 months lease.

- If the military member decides to participate in the Set-Aside program, the property manager would refund the security deposit within 30 days.
- The security deposit may not be used for the first month's rent under the Set-Aside program or the final month on an existing lease agreement.
- Rent would be based on the negotiated rate.

### ***TERMINATION OF LEASE***

The twelve-month lease may be terminated for any of the following reasons:

- Military orders
- Discharge orders
- Retirement

Official copy of orders **MUST** be presented along with a 30-day written notice. Liquidated damage charges may apply.

Military member is **NOT** eligible for Set -Aside if short-term housing is required.

### ***WHAT HAPPENS IF THE MILITARY RECEIVES PCS ORDERS?***

If the military member receives PCS or TAD/TDY orders in excess of 6 months (Not including Deployment) and is transferred outside a 50 miles radius, the military member may terminate the lease before the end of the lease period. The member **MUST** present a copy of their orders to the property manager along with a 30-day written notice; liquidated damage charges may apply.

### ***WHAT HAPPENS AFTER THE LEASE EXPIRES?***

After the initial term of the lease has expired, the service member may continue under the Set-aside program on a month to month basis or may sign a new 12-month lease.

### ***SECURITY DEPOSIT REQUIRED?***

**NO.** A deposit is not required under this program. However, the apartment complex may charge a reservation fee up to \$ 100.00 to hold an apartment. This will go towards the first month rent. If for some reasons the military member **DOES NOT** qualify, the deposit may be refunded, if the military member is qualified and changes his mind the fee is forfeited.

### ***APPLICATION FEE REQUIRED***

**NO.** An application fee is not required. However, the military member must show all proper forms issued by the housing office and proper military identification. In addition if

the property manager decides to run a credit check the member CANNOT be turned down for poor credit history. **Only poor rental references verified from a previous landlord will turn down the military member.**

***PET DEPOSIT REQUIRED?***

YES. Individual complex rules apply.

**AGREEMENT - U.S. SOUTHCOM HOUSING SET-ASIDE  
PROGRAM  
BETWEEN  
HEADQUARTERS COMMANDANT AND**

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This agreement is entered into this \_\_\_ of \_\_\_\_\_, 19\_\_ by and between \_\_\_\_\_, (hereinafter referred to as Landlord) and the U.S. Southern Command Headquarters Commandant (hereinafter referred to as SOUTHCOM).

WHEREAS, the landlord owns/manages certain property in the City of \_\_\_\_\_ County of \_\_\_\_\_, state of Florida, which is held for the purpose of residential rental to the general public and further described to wit:

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WHEREAS, it is the mutual benefit of the Landlord and SOUTHCOM that residential rental units be available to military personnel at an agreed rental rate.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto, the Landlord and SOUTHCOM agree as follows:

1. The term of this agreement will be for one year, commencing on \_\_\_\_\_, 19\_\_ and terminating on \_\_\_\_\_, 20\_\_.
2. This agreement maybe continued for an additional period of time from one to five (1 to 5) years upon mutual agreement of the parties hereto. Such agreement shall be evidenced by a written addendum attached to this Agreement executed by both parties at least sixty (60) days prior to its expiration indicating that this Agreement has been extended for an additional period of time from one to five (1 to 5) years.
3. Landlord agrees to incorporate the terms of this Agreement into any lease executed under this program by reference thereto in the lease and by attaching a copy of this Agreement to the lease, and the terms herein shall take precedence over any conflicting terms in the lease. Nothing in this Agreement is intended to affect existing leases executed by the Landlord and the affected tenants.
4. Any lease entered into under this Agreement shall remain in effect for the full term of the lease regardless of whether this Agreement remains in effect or is terminated the term of the lease.

5. During the term of this Agreement, the landlord agrees to lease the Rental Units described above to military personnel assigned to U.S. SOUTHCOM:

- a. At a monthly rate that is \_\_\_% below the scheduled rent. Scheduled rent is defined as rent for like units in the month in which the most current lease commences.
- b. With whatever move-in (i.e., reduced first month's rent) discounts are currently available.

6. The landlord agrees to make a reasonable effort to make the following number of apartments available to U.S. SOUTHCOM families. The landlord will agree to provide U.S. SOUTHCOM with a monthly update of units, which are occupied by participants in this program.

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7. In the event that U.S. SOUTHCOM is unable to refer any potential tenants when notified of an anticipated vacancy; the Landlord shall be free to rent such vacant units outside the terms of this Agreement.

8. The monthly rental rates shall include all appliances, amenities and services normally provided to tenants in the same complex at no additional cost. Any supplemental costs such as pet deposits, security updates, appliance rental hook-up fees, utility deposits, etc., which are normally a tenant responsibility are outside the terms of this Agreement.

9. U.S. SOUTHCOM reserves the right to inspect participating rental units after proper coordination with tenant and landlord. Units not conforming to or maintained within acceptable standards will be removed from the program if the landlord fails to respond to requests to correct identified deficiencies. In this case, the owner will be provided written notice and given a 30-day opportunity to correct the deficiencies.

10. On the anniversary date of the lease, the service member may elect to extend the lease for any period approved by written permission of the landlord. The rental rate shall be determined by the original formula (no more than \_\_\_% below the scheduled rent).

11. Military personnel participating in this program:

- a. Will not be required to pay a security deposit or credit check fee. They will not be denied occupancy due to a negative credit reference.
- b. May be denied participation in the program due to a negative reference from a previous landlord.
- c. May be restricted, based upon their rent to income ratio, to a property or type of unit which is considered to be affordable.

12. The military tenant will agree to participate in the allotment payment system, as administered by Military Services, Inc. (MSI) for U.S. SOUTHCOM. The military tenant will agree to continue this allotment, without interruption for the initial twelve-month period of the lease.

13. As a condition of this Agreement, U.S. SOUTHCOM does not assume any liability for damage to the Rental Unit, or for any other fees or obligations incurred by military tenants, nor does this Agreement in any way obligate government appropriated or non-appropriated funds for payment of same. The Landlord understands that U.S. SOUTHCOM is not acting as a guarantor for any rental payments or obligations at any time, under any circumstances. Further, by this Agreement, U.S. SOUTHCOM does not assume any obligation nor will it have any liability for the actions or failure to act by the military tenants and/or Landlords, or their agents, servants, employees, social or commercial guests or any other persons for any claims, of whatever kind, whether occurring in contract, torts, or any other cause of action. In addition, no action or obligation, undertaken by U.S. SOUTHCOM, or U.S. SOUTHCOM's agents, servants or employees as a result of this Agreement may subject U.S. SOUTHCOM will not indemnify the Landlord in any way, but does agree to ensure that tenants pay their bona fide debts to the full extent permitted by law and government regulations.

14. U.S. SOUTHCOM shall not be required to provide any tenants to the Landlord but agrees to refer potential tenants to the Landlord by providing prospective tenants with information materials such as pamphlets, brochures a list of all service provided by the Landlord, at no cost to U.S. SOUTHCOM. U.S. SOUTHCOM agrees to maintain a current list of participating properties and make it available to SOUTHCOM personnel.

15. In the event that the service member receives permanent change of station (PCS) orders, involuntary retirement or separation orders or temporary duty (TAD/TDX) orders for a period in excess of three (3) months, any liability of the person for rent under the lease may not exceed thirty (30) days' rent after written notice, plus a copy of the orders. Leases will either include a standard "military clause" which addresses these contingencies, or the standards "military clause will be imputed to the lease.

16. The initial Set-Aside lease term is one year. Once a Set-Aside member has fulfilled his/her one-year lease rental term, the Set-Aside member has fulfilled his/her one-year lease rental term, the Set-Aside contract shall automatically revert to month-to-month lease with option to renew for one year. Upon completion of the one-year lease period, the tenant may terminate the rental agreement by submitting a written intent to vacate to the Rental Unit Owner thirty (30) days prior to vacating.

17. Service Members participating in this program will be required to obtain verification by Landlord as to condition of the Rental Unit when vacating, prior to clearing U.S. SOUTHCOM. If so requested by the Landlord, tenants will agree to provide the Landlord with an address at which they may be located at their next duty station. U.S. SOUTHCOM will provide requesting landlords the "command addresses of those vacating tenants who fail to provide a future address when requested to do so.

18. U.S. SOUTHCOM may choose to terminate the Agreement, based on default or non-compliance or other non-performance of services, at any time during the term of this Agreement provided a ninety (90) day notice of termination has been forwarded, in writing, by U.S. SOUTHCOM and the Landlord has failed to either rectify or alleviate the addressed issues of concern expressed by U.S. SOUTHCOM.

EXECUTED, as of the date first written above.

FOR LANDLORD

FOR U.S. SOUTHCOM

Rosa A. Guarnuccio  
Chief Housing Division



## MAC's Allotment Payment Services

### Background

- ✦ MAC has been processing military allotments since 1985
- ✦ MAC is the world's largest allotment processor, moving over \$20 billion annually
- ✦ MAC processes allotments for over 700 clients including Daimler Chrysler, HSBC, the Department of Defense, GMAC and US Bank

### What is an Allotment?

- ✦ An allotment is an automatic payroll deduction that can be utilized by all active duty Military Members and Civil Service employees.
- ✦ The payroll deduction is made prior to the Service Member or Civil Service employee receiving their pay; resulting in few, if any, return payments.
- ✦ The government deducts allotment funds from the Member's pay twice monthly (1/2 payment at mid-month and 1/2 payment at end of month), then sends the funds to MAC in a lump sum on the last business day of the month.
- ✦ MAC disperses allotment payments to properties on the first business day of the month.

### Benefits for Clients

- ✦ Customized methods for receiving funds and data
- ✦ Uninterrupted payments, even when Service Members are deployed or relocated
- ✦ Internet accessibility of accounts 24/7 via [www.MACAllotment.com](http://www.MACAllotment.com)
- ✦ MAC allotment forms available online with direct link to MyPay for instant allotment start
- ✦ Overpayments and refunds processed by MAC
- ✦ DFAS (Defense Finance & Accounting Service) liaison
- ✦ Toll free phone and fax numbers
- ✦ Locator services

### Benefits for Customers

- ✦ On-time bill payments regardless of location or deployment
- ✦ Improve and protect credit
- ✦ Budget payments into smaller increments
- ✦ Online account management 24/7 via [www.MACAllotment.com](http://www.MACAllotment.com)
- ✦ Toll free phone and fax numbers

### MAC Contact Information

Email: [set-aside@fknc.com](mailto:set-aside@fknc.com)

Phone: (800) 237-5983

Fax: (877) 237-7960

Website: [www.MACAllotment.com](http://www.MACAllotment.com)