

## EARLY TERMINATION BY MILITARY PERSONNEL ADDENDUM

Note: This Addendum is for use with the Residential Rental Contract (NCAR form #410) when the tenant is a member of the United States Armed Forces.

Premises: \_\_\_\_\_

1. **Change of station orders/discharge.** If Tenant is required to move pursuant to permanent change of station orders fifty (50) miles or more from the Premises, or is prematurely or involuntarily discharged or released from active duty with the United States Armed Forces, Tenant may terminate this lease by providing Landlord with a written notice of termination to be effective on a date stated in the notice that is at least 30 days after the landlord's receipt of the notice. The notice to Landlord must be accompanied by either a copy of the official military orders or a written verification signed by Tenant's commanding officer.

2. **Deployment.** If Tenant is deployed with a military unit for a period of not less than 90 days, Tenant may terminate this lease by providing Landlord with a written notice of termination. The notice to Landlord must be accompanied by either a copy of the official military orders or a written verification signed by Tenant's commanding officer. Termination of a lease pursuant to this section 2 is effective 30 days after the first date on which the next rental payment is due and payable after the date on which the notice of termination is delivered, or 45 days after Landlord's receipt of the notice, whichever is shorter.

3. **Prorated rent.** Upon termination of this lease under sections 1 or 2, Tenant is liable for the rent due under this lease prorated to the effective date of the termination payable at such time as would have otherwise been required by the terms of the lease. Tenant is not liable for any other rent or damages due to the early termination of the tenancy except the liquidated damages provided in paragraph 4 below. If Tenant terminates this lease pursuant to sections 1 or 2 fourteen (14) or more days prior to occupancy, no damages or penalties of any kind shall be due.

4. **Liquidated damages.** If Tenant is prematurely or involuntarily discharged or released from active duty with the United States Armed Forces, Tenant shall, in addition to the prorated rent set forth above, be liable to Landlord for liquidated damages, provided Tenant has completed less than nine months of this lease and Landlord has suffered actual damages due to loss of this lease. The liquidated damages shall be in an amount no greater than one month's rent if Tenant has completed less than six months of this lease as of the effective date of termination, or one-half of one month's rent if Tenant has completed at least six but less than nine months of this lease as of the effective date of termination.

5. **Security deposit.** The Tenant Security Deposit shall be returned subject to the provisions of paragraph 4 of the lease agreement.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

TENANT:

LANDLORD:

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

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

By: \_\_\_\_\_, AGENT

\_\_\_\_\_(SEAL)

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

