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96th Test Wing
Office of the Staff Judge Advocate
Eglin Air Force Base, Florida

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We are located in Bldg. 2 on West Van Matre Ave, across from the Airman and Family Readiness Center.

For More Information About Our Office:

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<http://www.eglin.af.mil/Units/Legal-center>

From 96th Test Wing Staff Judge Advocate

Greetings Team Eglin Leaders,
This edition of our newsletter focuses upon some important, proactive measures that your Airmen can take to ensure their legal affairs are in order. Those articles are based upon problems experienced by Servicemembers and their dependents who have sought legal assistance from our office. We also have an article on upcoming opportunities for officers to become JAGs. We hope that you will share this edition with your Airmen and that they will find the articles both helpful and engaging.

Very Respectfully,

MICHAEL W. TAYLOR, Colonel, USAF
Staff Judge Advocate

Get a Will

Mr. Michael Blauvelt

You will die. I will too. We share that in common. But when I die, my family will know exactly what I want to happen to my stuff. If something happens to me and my wife at the same time, the courts will know exactly whom I want to care for my children. And my dear Uncle Sam will get as small a portion of my stuff as possible. Can you say the same? If not, then read on.

If you do not have a will, you are not alone. Research suggests that as many as 55% of Americans with minor children do not have a will. And, full disclosure, I deployed for six months to a combat zone as a JAG without a will. I understand that getting a will requires you to think about the world after you are gone and that can be difficult. Oh well. It needs to be done, and literally no one else can do it for you. So, get a will.

If you are still reading, then perhaps you remain unconvinced that you should get a will. Maybe you are incredulous that anyone can know whether you should get a will. Well, I know, and you do need to get a will. Here's why:

A Will Helps your Family and Friends:

As you may know, it can be difficult dealing with the loss of a close friend or family member. You are dealing with the death itself and, depending upon your relationship to the deceased person, you may be helping to wrap up their affairs, all while trying to live your own life and stay afloat of your own responsibilities.

And then you have the near universal truth that one of three things happens to your stuff when you die without a will: Uncle Sam gets it; your family fights over it; or your family just tosses it out or sets it in the front yard and holds an "estate sale." While you may be dead and ambivalent toward the consequences, most people care about their stuff to some extent and, usually, care even more about their loved ones. Relationships end as the result of fights over a person's estate. People you care about may stop talking to each other because each wants something of yours. Spare the fighting and get a will.

Even if you are a narcissist and could not care less about what happens to everyone else after you pass, you too should get a will. After all, writing your eulogy will take a long time and you do not want people worried about other things when they should be using that time to work on committing your awesomeness to words.

A Will Protects your Assets from Lawyers:

Do you like lawyers? I do. Some of my best friends are lawyers. But as much as I like them, I would never give a lawyer money if I did not have to. But then again, I am not the type of person who refuses to give presents on holidays and instead writes, "In lieu of a gift, I have made a donation to a lawyer in your honor." But maybe you are. If so, I feel sorry for your friends, but happy for the lawyers in your local area. If you are not, then you should get a will.

A will is your way of communicating your wishes upon your death. It lets you describe not only who gets what (avoiding the need for a lawyer – accepting mere reasonable compensation for their work – to make that decision for you) but also who is your executor, (i.e., the person who ensures your wishes are carried out. If you do not name a person, then the court may appoint a lawyer to do the work for you. Would you pay an attorney to divide up the presents you bought for the holidays among your various friends and family? Of course not. It is not only a waste of money, but even the best lawyer will probably still not get your desires exactly right. Save the trouble and the money and get a will.

A Will Protects your Assets from Uncle Sam:

Perhaps you are the kind of person who thinks, “Uncle Sam’s been so good to me, I would really like to ensure that he gets as much of my stuff as I can when I die.” If so, I admire your patriotism, but you still need a will. After all, the federal estate tax right exempts the first \$5.45 million of your estate and then taxes the rest at 40%. If you want dear old Uncle Sam to get everything then you should say so in a will.

If you have not yet made your first five million, you may think you are free from worrying about it. Unfortunately, state laws tax estates worth as little as \$1.5 million. And yes, I know, that seems like a really big number. But clients are often surprised at how quickly that number can be reached. While you may not feel like a millionaire – and may not be in life – once your estate collects on your life insurance and other assets, you may be a posthumous millionaire.*

You Still Have Time to Fix Things:

Did you declare your primary home a homestead in Florida? Do you know that that may mean that when you die, your spouse may not get the house, but only a “life estate,” i.e., the ability to remain in the home until she died, at which point it goes to your children? †

* If you are already a millionaire, or anticipate becoming one posthumously, you should seek the legal advice of an experienced trusts and estates attorney.

† In some ways, it is like making your children your spouse’s landlords.

Do you have a minor child listed as a direct beneficiary on your SGLI? That probably seemed like a good idea at the time, right? You wanted to ensure that your child would be taken care of if something happened to you. I understand. I did that too. But then I found out what I should have been obvious: SGLI will not pay out \$400,000 directly to a minor child. How will it get paid? When will your child receive it? Who will be responsible for ensuring that it is kept safe and not stolen? It will come as no surprise, given the context, to learn that one of the best answers is to address it in your will. To paraphrase a (the?) popular Mike & the Mechanics song, “It’s too late (it’s too late), when we die (oooooh, when we die), to correct and update SGLI.”

Still with me? Excellent. You deserve a reward. If you’re eligible to receive legal assistance from our office (service-members, retirees, and their dependents), then stop on by the Eglin Legal Office for your free will. 

Well, at least It’s a Lease

Mr. Michael Blauvelt

At the legal office, one of the many services we offer is a “lease review,” where eligible beneficiaries bring copies of leases they are contemplating signing for us to review. While the local area has many things going for it, we often find that the most we can say of a lease is “Well, at least it’s a lease.”

The purpose of this article is to highlight some of the important things servicemembers should know about renting property and signing leases in Florida, based on our experiences conducting lease reviews.

The Lease Relationship:

The most important thing to understand is that you are entering into a long-term relationship with a landlord, a person whom you will meet only briefly before signing a lease and who has substantial power to make the next year(s) of your life miserable. While it is certainly possible that the landlord is a fine, upstanding citizen who will always keep their word, there are no guarantees and horror stories abound, even here at Eglin.

Just as your friends and family sometimes urge you to take things slowly in a new romantic relationship, you should proceed slowly with a new landlord. Ask your friends and coworkers if they have any experience with them. Check online to see what reviews about the company or landlord say. Do internet searches to find out more about the company, the landlord, and the owner.

And just as in some romantic relationships, a potential landlord may make all sorts of promises and assurances to you while wooing you, only to have those promises disappear once they get what they wanted. So, if the landlord makes any promises which matter to you, you should get them in writing. The landlord wants you to sign the lease. Once you do, they have you on the hook for the entire term of the lease. So, if something really matters to you, it needs to be written down before you sign.

To carry the analogy a little further, when you meet a prospective partner for the first time, you usually try to make the best possible impression: you shower, you wear clean clothes, you speak well, and you have everything you need to show them how amazing you are. The same is true for lease applications. You should do everything you can to make a good first impression: have a clean, neatly filled out application, be ready to provide references, and otherwise demonstrate that you are the kind of person who can be trusted with someone else's home. The landlord should be doing the same: they should be attempting to convince you that they are good, fair landlords. If they make no effort to impress you, you should wonder whether they will ever make any effort to take care of you if you sign the lease.

Basic Lease Terms:

When you review your lease, you should ensure that it covers all of the basic items, including how much the rent will be, when and where it will be paid, how long the lease will last, and what happens to your security deposit.

Some local realtors insert clauses giving the owner the absolute right to return to the home and evict you with 45-60 days' notice. You should carefully consider whether this type of clause is appropriate for you. It is not required by Florida law (though we have heard at least one rental company in the area has tried telling tenants otherwise) and it could result in you trying to relocate your family at your own expense during a low season when there are very few vacancies. If you choose to sign a lease with such a provision, you should attempt to negotiate some benefit in exchange for that concession. For example, you could ask for a reduced rental rate, ask to be provided some compensation from the landlord in the event you have to move at your own expense, or ask for a similar provision enabling you to vacate without penalty so long as you provide an equivalent notice period.

Regarding security deposits, under Florida law, your landlord must give you notice within 30 days of where they are keeping your security deposit. If it is in an interest-bearing account, then you will be entitled to a portion of the interest upon termination of the lease. Upon the termination of your lease, the landlord must return it to you within 15 days, unless they specifically state upon what basis they are withholding it. And that basis cannot be to cover the last-month's rent.

Terminating Your Lease:

Unless otherwise stated in your lease, the tenant must provide written notice of termination via certified mail, if they intend to terminate their lease early. Servicemembers who are moving pursuant to a PCS, or a TDY or deployment lasting longer than 90 days may terminate the lease early, and your lease must contain a provision regarding this authorization in it. Carefully read this portion of the lease. Some landlords require only that you provide them written notice that you are terminating the lease due to military orders and a note from your chain of command affirming the move. Other landlords require a copy of your actual military orders. As you may know, it can sometimes take a long time to get orders cut, so you may want to ask the landlord whether they would be willing to accept notice from your chain of command in lieu of actual orders. If they do agree to accept this notice, you should get that in writing.

Florida law has some special provisions for Servicemembers. In Florida, a servicemember may terminate their lease if they are required by PCS orders to move 35 miles or more; if they are being prematurely discharged or released; if they are subsequently ordered to move into on-base housing (or become eligible to do so); or if they receive TDY orders to an area 35 miles or more away for a period exceeding 60 days.

Finally, pay close attention to the lease termination provisions regarding termination of the lease for non-military moves (e.g., buying a home in the local area). Under Florida law, landlords do not have to try and re-let the property, reducing the amount of rent that you owe for the unfulfilled portion of the lease term, unless the lease explicitly says so.

Other Important Considerations:

First, ensure that your lease protects your privacy rights. The lease should describe when the landlord can enter the unit to make a repair or to show the home to other tenants who may rent in the future. Usually, the lease will require "reasonable" notice, which ranges from 12-24 hours' notice.

Second, the lease should indicate who is responsible for fixing problems with the property. Usually, the landlord should be responsible for fixing major problems with the property unless you or one of your guests or family members caused the problem through your own careless or intentional misconduct. In the local area, many leases set limits, such as an agreement that the tenant is responsible for any repairs that cost less than \$25-\$75. Whatever the arrangement between you and the landlord, you should ensure it is in writing.

Third, you should thoroughly document the condition of the home. Take a camera as you walk through and take photographs of every problem you find, no matter how minor. Then, as you walk through your home in the next week, keep a camera handy and take additional pictures when you invariably come across other things “wrong” with the home. As you do so, pay careful attention to the paint (including any areas where it looks repainted), holes and cracks (including along the baseboards, if any), ensure the appliances are clean and work, pay attention to the drains and plumbing and note any leaks, and inspect all locks and windows.

Fourth, purchase renter’s insurance.

Fifth, if you are living with roommates, then choose them carefully. As far as the landlord is concerned, the actions of one tenant impacts all of the tenants. If one roommate moves out early or fails to take care of the property, all of the tenants could be held responsible (and then have to fight amongst themselves to balance things out.) You should set guidelines with your roommates regarding rent, the use of space/rooms, utilities, food sharing, noise, and overnight guests. 🏠

“Show Me the Copy!”

Helping Your Lawyer Help You After a Natural Disaster

Mr. Michael Blauvelt

“Lawyers are often among the first responders after any major disaster in the United States – a fact unknown to many in our country.” – Scott Wylie

Twenty years ago, Tom Cruise’s film Jerry Maguire introduced two phrases into the American lexicon: “Show me the money!” and “Help me help you.” With a slight alteration to the first, they summarize the takeaways of this article.

The popular image of a lawyer in America is the ambulance chaser: the attorney who, upon learning of an injury, literally runs after the chance to blame the injury on someone and ensure “justice” for the injured party as well as a tidy profit for the lawyer. That popular image is true in one respect: lawyers are among the first to respond to major disasters. Claims attorneys begin to survey the damage as soon as it is safe to do so, while legal assistance attorneys set up mobile offices to provide assistance for those impacted by the disaster.

The purpose of this article is therefore somewhat selfish: to help the attorneys who will respond in the event of a major disaster to help you. We devote substantial portions of our time to helping people prepare for and extricate themselves from bad situations. We know what can go wrong because we have seen it.

Help Me Help You:

As an attorney, a client with documents in hand is a welcome sight. It is much easier to advise a client on a topic when they have the right paperwork with them. A conversation about what their insurance policy will cover goes from a generic conversation about what insurance policies can cover to a very specific conversation about the actual language of their policy. Which is why, though often forgotten, it is important to ensure that you have at least copies of the most important legal documents in your disaster preparation kit.

Important papers include, but are not limited to:

- Will (yours and, if applicable, your spouse’s)
- Living Will
- Powers of Attorney (Including Healthcare POA)
- Home's Deed of Trust
- Marriage License
- Birth Certificates
- Insurance Policies (Declaration pages at a minimum)
- Antique/Important Family Photographs (not necessarily for any legal purpose, but people can have a harder time recovering from the loss of these items than from the loss of a more "important" item).

With the exception of your will, you can make copies of these documents and store the copies in your disaster preparedness kit. (We do not advise clients to make copies of their wills.)

Show Me the Copy:

As a lawyer, I like originals. I like to see the ink signature on the page and the original staples in their original places. In a perfect world, every client would always have every original. But we do not live in a perfect world. We live in a world where things happen and originals disappear. When that happens, you should have a copy.

Before disaster strikes, make a copy of all of the important documents. Paper form is best, but electronic copies on a durable format can work. Remember that regulations prohibit personnel from plugging unapproved USB devices into a government computer, so files saved on those devices will not be retrievable on government computers.

After disaster strikes, it may be possible to get copies of many of your documents, though the nature and scope of the disaster may substantially impede (or eliminate) that possibility. You can recover missing documents as follows:

- **Birth, Marriage, and Death Certificates.** The county recorder's office for the county where the event occurred usually maintains a copy of these documents. In Okaloosa County, the Okaloosa County Clerk's Office can provide copies of legal records, including marriage certificates recorded there. The Okaloosa County Health Department can provide birth and death certificates.
- **Divorce Decrees.** The local county clerk's office usually has these available. In Okaloosa County, they are maintained by the Okaloosa County Clerk's Office.
- **Vital Records.** The Centers for Disease Control and Prevention maintains an index of resources for vital records for every U.S. state and territory. It is online at: <http://www.cdc.gov/nchs/w2w/index.htm>
- **Federal Documents.** The Federal Information Center can provide assistance identifying the correct agency for locating federal records. For military records, the National Archives has a records location table for all military records. For medical records from VA facilities, you should contact the facility where you received the treatment.
- **Insurance Documents.** In the event that a claim may be necessary, Florida law requires liability insurers to provide a full copy of an insurance policy as well as the limits of liability coverage within 30 days upon receipt of a written request by the claimant. 

Become a JAG

Colonel Michael W. Taylor

The Air Force Judge Advocate General (JAG) Corps is recruiting! Every year in March, the Air Force convenes a board to select current officers, O-3 and below, with between two and ten years of military service to attend law school in order to become JAGs. If you, or someone you know is interested, review the information at <https://www.airforce.com/careers/specialty-careers/jag/entry-programs/active-duty-military>.

The Air Force has two programs available. Under the Funded Legal Education Program (FLEP), the Air Force pays for law school while you receive full military pay and benefits. Under the Excess Leave Program (ELP), you take a leave of absence to attend law school at your own expense; you accrue time for promotion and retirement purposes and remain eligible for other active duty benefits. However, you do not receive any pay or allowances. Either program offers a great way to become a JAG.

Both programs are highly competitive and, if you are interested, you need to start thinking about your application now. The item with the longest lead time is the Law School Admission Test (LSAT), which is an essential part of your package. If you have not already taken the LSAT, the next opportunity is 3 Dec 16. This is the last opportunity you will have to take the LSAT before applications are due in February.

Why become a JAG? We are a large, world class law firm with a diverse legal practice in the greatest military in the world. JAGs have opportunities that most lawyers never get. If you have any questions about what it is like to be a JAG, contact our office at 882-4611 and we will answer all of your questions.

Ready to apply? Go to <http://hqja.jag.af.mil/accessions/pHome.php>. Once you apply, we will contact you to schedule an interview. Good luck. 

Active Duty/Dependent Walk-In Hours: Tues./Thurs., 0830-1030
Retiree/Dependent Appointment Hours: Wed., 0830-1030
POA/Notary Services: Mon.-Fri., 0730-1530

This is general information only and should not be relied on as legal, financial, or accounting advice. For legal advice about a specific situation please contact the Eglin AFB Legal Office at 850-882-4611.