

WAIVER OF RIGHTS RELATING TO RENTAL CONTRACT
Servicemembers Civil Relief Act

NOTE: This Waiver of Rights is to be signed by a tenant who is currently in military service. It is not a part of the rental contract and must not be attached to it or identified as an attachment to it.

Tenant: _____
Landlord: _____
Leased Premises: _____

This Waiver of Rights is entered into by and between Tenant and Landlord. It is effective on the date it has been signed by both parties.

RECITALS

1. Tenant desires to enter into a rental contract with Landlord or Landlord's agent (collectively referred to as "Landlord") for the Leased Premises for a term of _____ (*insert term of lease*) beginning _____ (*insert proposed beginning date of lease*) (the "Rental Contract").
2. Tenant is in military service with the Army, Navy, Air Force, Marines, Coast Guard or National Guard as defined in the Servicemembers Civil Relief Act (50 U.S.C. Section 3911 et seq) (the "SCRA") or is a commissioned officer of the Public Health Service or the National Oceanic and Atmospheric Administration.
3. Tenant acknowledges and understands that he or she has certain rights under Sections 3931, 3932 and 3934 of the SCRA, which provide for the temporary suspension of any civil action or proceeding against Tenant during his or her military service, including (i) the right to a stay of any proceeding, (ii) the right to have an attorney appointed to represent Tenant in any proceeding, (iii) the right to vacate or set aside a default judgment against Tenant in any proceeding, and (iv) the right to stay the execution of any judgment or order entered against Tenant in any proceeding.
4. Tenant acknowledges and understands that under Section 3918 of the SCRA, he or she may waive his or her SCRA Rights as they relate to any civil action or proceeding against Tenant during his or her military service, provided that the waiver is in writing, is signed separately from the obligation to which it pertains, is signed during or after the Tenant's period of military service, specifies the legal instrument to which it applies (in this case, the Rental Contract), and the waiver is in at least 12-point type.
5. Tenant acknowledges and understands that he or she may engage an attorney at his or her cost to review this Waiver of Rights.
6. Tenant desires to voluntarily waive the rights described in Recital #3 above as they relate to any eviction proceeding (called "summary ejection" in North Carolina) filed by Landlord against Tenant for breach of the Rental Contract.

WAIVER

TENANT HEREBY VOLUNTARILY WAIVES ALL RIGHTS UNDER SECTIONS 3931, 3932 AND 3934 OF THE SERVICEMEMBERS CIVIL RELIEF ACT AS THEY MAY APPLY TO ANY EVICTION PROCEEDING AGAINST TENANT FOR BREACH OF THE RENTAL CONTRACT, INCLUDING: (i) THE RIGHT TO A STAY OF THE PROCEEDING, (ii) THE RIGHT TO HAVE AN ATTORNEY APPOINTED TO REPRESENT TENANT IN THE PROCEEDING, (iii) THE RIGHT TO VACATE OR SET ASIDE A DEFAULT JUDGMENT AGAINST TENANT IN THE PROCEEDING, AND (iv) THE RIGHT TO STAY THE EXECUTION OF ANY JUDGMENT OR ORDER ENTERED AGAINST TENANT IN THE PROCEEDING.

This waiver shall not adversely affect any rights Tenant may have to early termination of the Rental Contract under the circumstances set forth in Section 3955 of the SCRA or NC General Statutes Section 42-45, nor shall it be deemed to waive any rights Tenant may have in connection with any eviction action Landlord may institute against Tenant other than those rights expressly waived herein.

TENANT: _____

LANDLORD: _____

Date: _____

By: _____

Date: _____

