

THE SERVICEMEMBER'S CIVIL RELIEF ACT – WAIVER SECTION 517

NACA Defending Servicemembers by Building an Army of Informed Consumers

The National Association of Consumer Advocates (NACA) is a non-profit association of attorneys and consumer advocates committed to representing consumers' interests. This Handout addresses the Waiver provisions of the Servicemember's Civil Relief Act (SCRA).

1. The SCRA is a federal law designed to help maintain the mission readiness of servicemembers by providing special protections that reduce the impact and immediacy of many civil legal matters. Some of the rights conferred on servicemembers by the SCRA are: the modification of contract rights; the delay or stay of civil court cases and administrative agency rulings; the reopening of default judgments; the tolling of the statute of limitations on the time to bring a law suit; the adjustment the dollar amount of judgments; the delay of the execution of judgments; and court intervention prior to the taking of property.
2. Section 517 of the SCRA allows the servicemember to waive any part or all of the benefits and rights provided under the Act. An effective waiver must meet the following criteria:
 - a. The waiver must be in writing
 - b. The waiver must be in at least 12 point type
 - c. The waiver must be contained in a separate document from the contract obligating the servicemember and specifically reference the obligating contract.
 - d. The waiver must be executed during or after the servicemember's period of active duty.
3. The waiver of rights under the SCRA should not be taken lightly. The SCRA's purpose is to provide for individual and unit mission readiness. When the rights and benefits provided by the Act are waived, the servicemember surrenders that aspect of mission readiness to an entity or person that may not have National Defense as a priority.
4. It may be difficult to appreciate the purpose and necessity of SCRA rights or benefits until the occasion arises and they are needed. As an example: if a landlord required the a servicemember to waive all or part of his or her rights under the SCRA as a pre condition to acceptance, it may be possible to evict the servicemember without court intervention as required by Section 531. The landlord could deny a request to terminate the lease based on deployment - Section 535. The landlord could seek and obtain a default judgment against the servicemember in his or her absence. Because of the waiver the servicemember would have no right to reopen the case to prove a proper termination or challenge the damage amount - Section 521. The default judgment could result in the garnishment of the servicemembers pay and worse a challenge to his or her security clearance and future employment.
6. Prior to waiving any rights under the SCRA, servicemembers should seek the advice of an attorney. Do not accept the oral representations and explanations of the business or individual demanding the waiver. Respectfully request that the business or individual place its representations and explanations in writing and bring the contract, waiver, and explanation to an attorney. If the business will not provide the exact statement in writing, there is a reason which may be that the statement is not true or they are not willing to honor their statements at a later date. A writing is the frequently the best way to prove what was said and agreed between individuals or businesses.

This handout is for information purposes only and is not intended to be legal advice. If you need legal advice and assistance you may see legal advice from your Legal Assistance Office. Legal Assistance Offices can be located at <http://legalassistance.law.af.mil/content/locator.php>. You may also locate and contact a NACA attorney in your area logging on to <http://naca.net/find-attorney>.