

Board of Contract Appeals

General Services Administration
Washington, D.C. 20405

DISMISSED WITH PREJUDICE: May 14, 2002

GSBCA 15732

CHARLES AND LYNN STROMIRE
dba HOUSTON EAST BAYTOWN KOA,

Appellants,

v.

GENERAL SERVICES ADMINISTRATION,

Respondent.

John A. Schmidt of Maxwell, Baker & McFatridge, P.C., League City, TX, counsel for Appellants.

Amanda Wood, Office of General Counsel, General Services Administration, Washington, DC, counsel for Respondent.

DANIELS, Board Judge (Chairman).

ORDER

On July 10, 2001, Charles and Lynn Stromire, doing business as Houston East Baytown KOA, entered into a lease with the General Services Administration (GSA) under which the Government could use sites at a campground operated by the lessor in Baytown, Texas. The lease says that it is "for the term commencing on July 6, 2001 and continuing through January 5, 2003 (18 months) inclusive." The lease also says that it may be terminated by the Government "at any time on or after January 5, 2003, by giving at least 30 days notice in writing to the Lessor."

Immediately after GSA signed the lease, another United States Government agency, the Federal Emergency Management Agency (FEMA), moved trailers to the sites leased by GSA. A little more than a month later, FEMA moved the trailers off the sites and out of the campground, and GSA told the lessor that the lease was terminated. GSA paid rent for the sites through October 5, 2001.

The lessor later claimed entitlement to rent for the period of time from October 6, 2001, through January 5, 2003. The GSA contracting officer denied this claim. In doing so, she noted that the solicitation to which the lessor responded with an offer said that the lease would be "on a month[-]to-month lease term." She also asserted that the statement that the lease could be terminated "at any time on or after January 5, 2003" was a typographical error. The lessor appealed this decision to the Board.

The parties have now filed a joint motion for dismissal. In the motion, they state that they have settled the appeal and ask for an order dismissing the case with prejudice.

The motion is granted. The case is **DISMISSED WITH PREJUDICE**.

STEPHEN M. DANIELS
Board Judge