

RESIDENT'S NOTICE OF INTENT TO MOVE-OUT

In this document, the terms "you" and "your" refer to all residents listed below and all occupants or guests; the terms "we" and "our" refer to the owner named in the Lease Contract (not to the property manager or anyone else).

Apt/Condo # _____, Apartment/Condo Community _____
or Street Address (if house, duplex, etc.) _____

Name(s) of all resident(s) on Lease Contract: _____

Date you will move-out: _____ Lease Contract Expiration Date: _____

1. CHANGES IN MOVE-OUT DATE: Under paragraph 38 of the Lease Contract, you must obtain our prior written approval to change or retract the move-out date. You may not hold over beyond the above move-out date. If the dwelling is leased to others after we receive this notice, you won't be granted any extensions. We and any new residents may rely on this move-out for all purposes.

2. DATE OF SURRENDER: Under paragraph 42 of the Lease Contract, you *surrender* the dwelling unit for all purposes (including security deposit refund, cleaning, and all repairs) when you do any of the following:
*turn in all keys when you pay rent
*begin living elsewhere after move-out date
*abandon the dwelling (as defined in the Lease Contract)

All residents and occupants lose their right of possession on the move-out date. Any resident who wishes to remain lawfully in the dwelling unit must sign a new Lease Contract.

3. EARLY MOVE-OUT AND OTHER LEASE CONTRACT VIOLATIONS: Under paragraph 38 of the Lease Contract, our representative's receipt of this notice does not constitute approval of an early move-out and does not constitute a release of any Resident's liability for money due under the Lease Contract. We serve all contractual and statutory remedies for unauthorized early move-out, including accelerated rent for the remainder of the lease term, reletting charges, late payment charges, returned check charges, damages, attorney fees, contractual lien, utility cutoff, and liability for increased holdover rents and Lease Contract extensions.

4. CLEANING: Under paragraph 39 of the Lease Contract, you must leave the dwelling unit in a clean condition. Please follow any written move-out cleaning instructions that we've furnished.

5. FORWARDING ADDRESSES: Please circle the forwarding address below where we should mail the security deposit refund and/or accounting. If no address is circled, it will be mailed to the first address listed.

6. RETAINING RECEIPT: After our representative signs and acknowledges receiving this notice, you should keep the bottom portion of this notice as verification that you gave written move-out notice.

7. REASONS FOR MOVING OUT: _____

Your Signature or Signatures **Your Forwarding Address**-List below next to Signature
(Notice from one resident is notice from all) (You must provide this information)

You may be contacted now at:

Home Phone # _____

Work Phone # _____

Owner's representative who received notice:

Date notice was received: _____

Date you delivered this notice: _____

-----Tear on line below-----

Owner's Acknowledgment of Receiving Move-out Notice

We acknowledge receiving your notice of intent to move-out of Apt/Condo # _____ in _____
(name of apartment community), or street address (if house,duplex, etc.): _____

Date of Intended Move-out: _____
Pro-rated Move-out Amount: \$ _____
(Pro-rated rent based on lease rent rate/ by 30 days X # of days in leased premises)

_____ We **approve** the move-out date, the lease term will end on that move-out date and you will not be liable for reletting charges or further rent. _____ We **do not approve** the move-out date, you will continue to be liable for all sums due until the Lease Contract or renewal period expires. Our remedies (such as reletting charges, suit for rent, exercise of liens, and the like) for early move-out, nonpayment, and other Lease Contract violations will not be waived.

Date notice received by our representative:

Signature of us or our representative:
