



Resident's Notice of Intent to Move Out

To be delivered to owner's representative

M E M B E R

Apt. No. _____, Apartment community _____
or street address (if house, duplex, etc.) _____
Name(s) of all resident(s) on Lease Contract: _____
Date you will move out and surrender premises: _____

- 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.
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/access devices where you pay the rent;
- the move-out date has passed and no one is living in the dwelling;
- 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 37 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.
4. HOLDOVER. If you stay beyond the move-out date, you will be subject to increased rent for the holdover period and liable for substantial special damages as outlined in paragraph 32 of the Lease Contract.

- 5. CLEANING. Under paragraph 39 of the Lease Contract, you must leave the dwelling unit in a clean condition.
6. FORWARDING ADDRESSES. Please circle the forwarding address below where we should mail the security deposit refund and/or accounting.
7. 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.
8. PROPER NOTICE. When you use this form, notice from one resident is notice from all, except when a co-resident (other than the terminating resident's spouse or dependent) terminates because of the Servicemembers Civil Relief Act (SCRA).
9. MOVE-OUT INSPECTION. You should meet with our representative for a move-out inspection.
10. REASONS FOR MOVING. (Optional)

Your Signature or Signatures

Your Forwarding Address
(You must provide this information.)

You may be contacted now at:

Home phone: (_____) _____

Work phone: (_____) _____

Date when you delivered this notice: _____

FOR OFFICE USE ONLY:

Owner's representative who received notice:

Date notice was received: _____

Move-out date was approved or not approved.

Tear Here

Owner's Acknowledgment of Receiving Move-Out Notice

(To be copied, returned to and kept by residents)

We acknowledge receiving your notice of intent to move out of Apt. No. _____ in _____, (name of apartment community), or street address (if house, duplex, etc.): _____

Date of intended move-out: _____. If move-out is approved, prorated rent (if any) through move-out date: \$ _____

If you fail to pay rent through the remainder of the Lease Contract term or renewal period, you will be liable for a reletting fee under paragraph 11 of the Lease Contract.

If your move-out notice does not comply with paragraph 23 or 37 and we haven't given you a written release of your obligations under the Lease Contract, your right of occupancy will end on the move-out date and you will continue to be liable for all sums due until the Lease Contract or renewal period expires, including a reletting fee under paragraph 11 of the Lease Contract.

You are encouraged to reconsider your decision to move out, but at our option, we will have the right to rely on your notice and may enter into Lease Contracts with others for commencement on the day after your move-out date. 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 or diminished by our receipt or acceptance of your move-out notice.

Check only one of the following:

- We acknowledge receipt of your move-out notice. We do not approve it or release you from liability under the Lease Contract. However, we are entitled to rely on your notice for purposes of reletting your dwelling unit to others.
 We acknowledge receipt of your move-out notice, but we do not have enough information at this time to approve or disapprove it. Therefore, your notice is presumed disapproved until we notify you otherwise.
 We approve the move-out date stated above, and your Lease Contract term will end on that date.

Date notice received by our representative: _____ Signature of our representative: _____

