

## Notice To Vacate Disclaimer

**In accordance with your lease agreement, the following paragraphs should be followed when vacating your apartment.**

**4. AUTOMATIC RENEWAL: EITHER LANDLORD OR TENANT MAY TERMINATE THIS LEASE AT THE EXPIRATION OF THE TERM OR ANY EXTENSION THEREOF BY GIVING THE OTHER TWO (2) FULL CALENDAR MONTHS' WRITTEN NOTICE OF TERMINATION PRIOR TO THE FIRST DAY OF THE MONTH FOR A TERMINATION DATE EFFECTIVE AS OF THE LAST DAY OF THE SECOND MONTH.** If Tenant fails to provide said notice, or otherwise holds over after the Term Expiration Date, he/she will, in the absence of any written agreement to the contrary, be a tenant from month -to-month at the monthly rate in effect during the last month of the expiring term, subject to any notice of rent increase. All other terms and provisions of this Lease will remain in full force and effect. Tenant agrees that notice given by any Tenant is effective as to all Tenants. Failure to vacate the Premises after proper notice will result in Tenant being held accountable for rent for the period of the holdover and for consequential damages due to Landlord's inability to deliver possession of the Premises to an incoming tenant because of Tenant's holdover occupancy.

**9. EARLY TERMINATIONS:** During the Term of this Lease, subject to Paragraph 43 below, in the event that Tenant vacates or abandons the Premises, Tenant shall (i) pay the costs of cleaning, repainting, redecorating and renovating the Premises, plus all administrative costs and expenses in connection with reletting the Premises and the costs of advertising the Premises for rent, (ii) pay for any and all damage to the Premises, ordinary wear and tear excepted, and (iii) remain liable to Landlord for the remaining period of the Term for which the Premises is vacant and un-rented, it being understood that Landlord will use reasonable efforts to re-let the Premises for such remaining period. In the event that Tenant vacates or abandons the Premises without giving two (2) full calendar month's prior written notice of termination to Landlord, Tenant shall be liable for damages outlined in this paragraph and for rent up to two (2) months after Landlord recovers possession of the Premises under Paragraph 2 above.

**43. TERMINATION BY TENANT:** The Lease Term may be terminated upon thirty (30) days' written notice prior to the next rent due date to Landlord due to an involuntary change of employment from the Washington-Metropolitan Area, death of the major wage earner, unemployment, or other reasonable cause beyond Tenant's control. In addition to prior written notice of Tenant's intention to vacate, Tenant shall provide Landlord with proof of such involuntary change in employment if greater than twenty-five (25) miles from the Washington-Metropolitan Area (for example, signed military orders or transfer papers signed by the employer). If death of major wage earner, unemployment, or other reasonable cause beyond

Tenant's control is claimed, Tenant shall specify the specific cause(s) in writing to Landlord and shall include appropriate evidence thereof. If reasonable cause beyond Tenant's control is claimed other than death of the major wage earner or unemployment, Landlord may verify and accept or reject such claim depending upon the particular circumstances. In the event of termination under this paragraph, Tenant shall pay a termination charge equivalent to the lesser of one (1) month's rent at the rate in effect as of the termination date, or actual damages sustained by Landlord, including, but not limited to, advertising, painting redecorating, administrative costs and lost rent. The termination charge is to be in addition to rent and all other amounts due and owing through the termination date (including during the notice period).

**Please be advised that all Vacate Notices are due on the 1<sup>st</sup> of every month with a grace period till the 5<sup>th</sup> of every month. After the 5<sup>th</sup> the notice will not go in to effect until the 1<sup>st</sup> day of the following month.**

**Resident acknowledges he/she has read, and understands to all contained in this disclaimer.**

\_\_\_\_\_  
**Lessee**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Date**