

NOTICE TO VACATE

R # _____
Date Received: _____
Received By: _____

Property Address: _____

It is understood that a 30-day notice runs from the 1st to the 30th/31st of a month and any notice received by landlord after the last day of the month will require payment of rent for a full additional month. If the last day falls on a Federal Holiday or a Sunday, then the notice must be received before the close of business of the last business day prior to the Federal holiday or Sunday.

To Aaims Property Management, Inc:

Please accept this as my notice to terminate my tenancy, to include ALL OCCUPANTS, at the above-mentioned property. I understand that this notice must be delivered to Aaims Property Management, Inc., on or before the first day of the month I intend to move. I understand that the rent for the entire month must be paid in full regardless of the date I move. If there is any extension into the next month I understand I will owe rent for that entire month. If I vacate the property prior to the expiration date of my lease, I will be responsible for the rent until a new tenant is procured or until the expiration date of my lease, whichever comes first. In addition, I understand I will owe the costs of re-renting (\$100 as per lease) and any yard maintenance or interior cleaning required before a new tenant can take possession.

I request that my move-out inspection be done on _____ at _____ am / pm with an agent from Aaims Property Management, Inc. **MOVE-OUT INSPECTIONS MUST BE SCHEDULED BETWEEN 10:30 AM AND 3 PM MONDAY THROUGH FRIDAY.** If the last day of the month lands on a Saturday, I understand I must schedule the move out inspection no later than the last business day of the month or return the keys to Aaims Property Management, Inc. no later than 5pm the last day of the month. If the last day of the month lands on a Sunday or Holiday I understand I must schedule the move out inspection no later than the last business day of the month or return the keys to Aaims Property Management, Inc. between 9am and 10am the following Monday. An agent of Aaims Property Management will schedule my move out inspection as soon as possible after the keys are returned.

I understand this home will be placed on the market for rent and I agree to cooperate and show the property if an appointment has been scheduled or an agent of Aaims Property Management, Inc. may personally show the property if I can not be contacted at the telephone numbers I listed below.

I understand that the utilities must remain on for the move out inspection. If not, the inspection will be delayed and I will be responsible for the rent until I turn on the utilities and complete the move out inspection with an Agent of Aaims.

I have read and received a copy of the cleaning letter and understand that it describes the condition the property should be in the move-out inspection as well as what is stated on the move in inspection.

If I am not ready for the first scheduled inspection a second inspection will be needed. I understand that I will be charged \$25 if a second inspection is needed. Broken appointments and appointments delayed because utilities are not turned on will count as an inspection and a second inspection will need to be scheduled by an Agent of Aaims.

I understand Aaims Property Management, Inc. will return my deposit less any expenses within 30 days after I turn the property over to them. I will receive an itemized accounting of any expenses charged against my deposit. If I fail to provide Aaims Property Management, Inc. with my forwarding address, then any refund will be mailed to the property address.

I understand that if this notice is withdrawn, then I may incur the cost of advertising.

Current telephone numbers are _____ (home) _____ (work) _____ (cell)

Date

Forwarding Address

Lessee

City / State / Zip Code

Lessee

Forwarding Telephone Number If Known

If the move is due to PCS or Deployment Orders, then fill out the information on the back page

NOTICE TO VACATE DUE TO PCS OR DEPLOYMENT ORDERS

Servicemembers Civil Relief Act

Termination of Residential Leases. The SCRA allows individuals to break a lease when they go into active duty, if the lease was entered into before going into active duty. Additionally, the act allows a Service Member to terminate a residential lease entered into while in the military, if the member receives permanent change of station (PCS) orders or orders to deploy for a period of *not less than 90 days*.

This protection covers "lease of premises occupied, or intended to be occupied, by a Service Member or a Service Member's dependents for a residential, professional, business, agricultural, or similar purpose."

To break a lease under these provisions, the Service Member must make the request in writing, and must include a copy of their orders (orders placing them on active duty, PCS orders, or deployment orders). The member may deliver the notification by hand, by commercial carrier, or by mail (return receipt requested).

The termination date for a lease that requires monthly rent, the earliest termination date is 30 days after the first date on which the next payment is due, following proper notification of termination of lease. For example, if Sgt John pays his rent on the first of every month, and he notifies his landlord (and gives the landlord a copy of his orders), on the 18th of June, that he wishes to terminate the lease under the provisions of the SCRA, the earliest termination date 1 August (the next rent is due 1 July, and 30 days later is 1 August).

If it's some other arrangement, other than monthly rent, the earliest termination of the lease is the last day of the month, following the month in which the notice is given. So, if notice is given on 20 June, the earliest termination date would be 31 July.

The following guidelines are established in accordance with the SERVICEMEMBERS CIVIL RELIEF ACT:

(Initial **ONLY ONE appropriate** paragraph)

_____ I understand that if I am turning in my Notice To Vacate **and** I am also turning in a copy of my PCS orders (a letter from your commanding officer will also be accepted) on the 1st of the month, then I HAVE TURNED IN A **PROPER NOTICE TO VACATE WITH PCS ORDERS**. I understand that I will owe rent through the end of the month.

_____ I understand that if I am turning in my Notice To Vacate **and** I am also turning in a copy of my PCS orders (a letter from your commanding officer will also be accepted) After the 1st of the month, then I HAVE TURNED IN A **PROPER NOTICE TO VACATE WITH PCS ORDERS**. However, *since the notice was received after the 1st of the month*, then I understand that I will owe rent for the current month and the next month. {*For example*, the Notice To Vacate is received March 3rd, THEN the tenant will owe rent for all of March and April}.

_____ I understand that if I am turning in my Notice To Vacate **WITHOUT** a copy of my PCS orders, **then my Notice To Vacate WILL NOT START until the day Aaims Property Management, Inc has received a copy of my orders or a letter from my commanding officer as required by SCRA.**

_____ I understand that if I am turning in my Notice To Vacate **WITHOUT** a copy of my PCS orders and I fail to present Aaims Property Management, Inc. with a copy of my orders, **my notice will be treated as if it is a Notice To Vacate NOT due to PCS orders** and I will need to refer to front page of this form.

_____ I understand that if I am turning in my Notice To Vacate **and** I am also turning in a copy of my PCS orders any time AFTER the 1st of a month **and I will be residing in the property for more than 30 days PAST the 1st of the next month**, then I will be **responsible for rent through the last day of the month that Aaims Property Management, Inc. receives FULL possession of the property**. {*For example*, the Notice To Vacate is received March 3rd and the tenant will be moving on May 5th, THEN the tenant will owe rent through May 31st }.

Lessee

Date

Lessee

Date