The purpose of our sample lease is to provide you with an example from which to follow along with the sections of our lease training video. Portions of the sample lease which are state specific have been redacted to avoid any confusion.

Samples of complete leases, including all state specific information, for each state can be found on the NAA Website at:

http://www.naahq.org/learn/national-lease-program/available-states

Please keep in mind that laws vary by state and no information provided to you by NAA or any of its affiliates constitutes legal advice. All questions regarding your use of NAA lease forms should be directed to your local counsel and/or your company’s property operations manual.
### Apartment Lease Contract

Date of Lease Contract: 

**Moving In – General Information**

1. **PARTIES.** This Lease Contract is between you, the resident(s) (list all people signing the Lease Contract): 

2. **OCCUPANTS.** The apartment will be occupied only by you and (list all other occupants not signing the Lease Contract): 

3. **LEASE TERM.** The initial term of this Lease Contract begins on the day of , , and ends at midnight the day of . This Lease Contract will automatically renew month-to-month unless either party gives at least days written notice of termination or intent to move-out as required by paragraph 37. 

4. **SECURITY DEPOSIT.** Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is $ , due for the remainder of the lease term, and not refundable in any way. 

5. **KEYS AND FURNITURE.** You will be provided with key(s), mailbox key(s), and other access devices for furnished or unfurnished. Your apartment will be (check one): 

6. **RENT AND CHARGES.** Unless modified by addenda, you will pay $ per month for rent, payable in advance and without demand. 

7. **UTILITIES.** You'll pay for the following items, if checked: [ ] water [ ] gas [ ] electricity [ ] master antenna. You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected for any reason—including disconnection for not paying your bills—until the lease term or renewal period ends. Cable channels that are provided may be changed during the Lease Contract term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. Your electricity is ever interrupted, you must use only battery-powered lighting. If any utilities are submetered for the apartment, or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance. 

8. **INSURANCE.** We do not maintain insurance to cover your personal property or personal injury. We are not responsible for any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law. 

9. **SECURITY DEVICES.** What We Provide. We will provide at no cost to you when you occupy beginning: (1) a window latch on each window; (2) a door viewer (peephole) on each exterior door; (3) a pin lock on each sliding glass door; (4) a keyless deadbolt device (keyless deadbolt) on each exterior door; and (5) an apartment-specific deadbolt. 

10. **SPECIAL PROVISIONS.** The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form.

11. **EARLY MOVE-OUT; RELETTING CHARGE.** You'll be liable for a reletting charge of $ (not to exceed 100% of the highest monthly rent during the Lease Contract term) if you: (1) fail to give written move-out notice as required in paragraphs 23 or 37; or (2) move out without paying rent in full for the entire Lease Contract term or renewal period; or (3) move out at our demand because of your default; or (4) are judicially evicted. 

*See any additional special provisions.*
The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease Contract. See the next paragraph.

Not a Release. The reletting charge is not a Lease Contract cancellation fee or buyout fee. It is a liquidated amount covering only part of our damages, difficulties, and expense caused by your violation of this Lease Contract, and, even though we are required to process and charge for the replacement. These damages are uncertain and difficult to ascertain--particularly those relating to inconvenience, paperwork, advertising, showing, cleaning, and other expenses for advertising, renting, office overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is not a penalty in excess of our reasonable costs. If the amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past-due rent; cleaning, repairing, reopening, or returned keys; or other sums due.

12. DAMAGES AND REIMBURSEMENT. You must promptly reimburse us for loss, damage, government fines, or costs of repair or service in the apartment community due to a violation of this Lease Contract or any apartment rules, improper use, negligence, or intentional conduct by you or your invitees, guests or occupants. Unless the damage or wastewater stoppage is due to negligence, we're not liable if you must pay for--repairs, replacement costs, and damage to the following if occurring during the Lease Contract term or renewal period: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment. We may require submitting an advance payment for any of which you're liable. Delay in demanding sums you owe is not a waiver.

13. PROPERTY LEFT IN APARTMENT. All property in the apartment is subject to a contractual lien to secure payment of delinquent rent. Rent attachment statutes will be followed if we exercise our rights under this section. For this purpose, “apartment” excludes common areas but includes interior living areas and exterior patios, balconies, decks, storage areas, and areas reserved for your private use. The apartment and other areas and rooms are to be used in accordance with Our rules.

Removal After We Exercise Lien for Rent. If your rent is delinquent, our representative may peacefully enter the apartment and remove and/or store all property subject to lien. Written notice of entry must be left at the apartment at least 24 hours before the entry. The notice must also state that the entry is conducted “at home” by computer, mail, or telephone is permissible if and only if conducted “at home” by computer, mail, or telephone. The apartment community is prohibited--except that any lawful business may not anywhere in the apartment community: use candles or use open flames; have guns or knives or other dangerous weapons; use any odoriferous substances in quantities that would constitute a public nuisance; store, use, manufacture, deliver, possess with intent to deliver or otherwise use controlled substances (including marijuana, other illegal drugs, or drug paraphernalia); or use household pets, birds, or other animals in the common area or in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making bad faith allegations against us.

Disposition or Sale. Except for animals and property removed after the death of a sole resident, we may throw away or give to a charitable organization all items of personal property that are: (1) left in the apartment or in common areas (including any vehicles you or any occupant owns) if you are judicially evicted or if you surrender or abandon the apartment (see definitions in paragraph 42). In the apartment is ready for occupancy, but not later. The readiness notice must also state that the apartment will be ready for the delinquent rent is fully paid. All property in the apartment may be stored for a period of 60 days before we give notice of entry. Written notice of entry must be given.

Removal After Surrender, Abandonment, or Eviction. We or law officers may remove and/or store all property remaining in the apartment or in common areas (including any vehicles you or any occupant owns) if you are judicially evicted or if you surrender or abandon the apartment (see definitions in paragraph 42).

Storage. We will store property removed under a contractual lien according to applicable rental attachments. We may store, but have no duty to store, property removed after eviction, surrender, or abandonment of the apartment. We're not liable for casualty loss, damage, or theft except for property removed under a contractual lien. While stored, you may pay reasonable charges for packing, removing, storage, and selling any property. We have a lien on all property removed and stored after surrender, abandonment, or judicial eviction for all sums you owe.

Redemption. If we've seized and stored property under a contractual lien for rent as authorized by paragraph 18, you may redeem in accordance with the procedures in paragraph 18 if we give written notice to any of you when or after the initial term as set forth in Paragraph 3 and the notice states that occupancy has been delayed because of construction or a previous resident’s holding over, and that the apartment will be ready on a specific date--you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.

(1) If we give written notice to any of you when or after the initial term as set forth in Paragraph 3 and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date may be moved after the initial notice we've given you in all circumstances. This new date may not be moved to an earlier date unless we and you agree.

17. DISCLOSURE RIGHTS. If someone requests information on you or your apartment for law-enforcement, governmental, or business purposes, we may provide it.

While You're Living in the Apartment

18. COMMUNITY POLICIES OR RULES. You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property subject to lease. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable in the apartment community and do not change dollar amounts on page 1 of this Lease Contract.

19. LIMITATIONS ON CONDUCT. The apartment and other areas and rooms reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. Any apartment or in common areas (including any vehicles you or any occupant registers as a sex offender in any state. Informing you or any occupant of sex offender registry does not waive our right to evict you.

You agree to notify us if you or any occupants are convicted of any crime or if you or any occupant of the community. We may also exclude you or any guest or owner representatives. You may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident or guest of a specific resident in the community.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupants are registered as a sex offender. In making bad faith allegations against us to others.

20. PROHIBITED CONDUCT. Pursuant to paragraph 18, you or your guests or guests may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of our tenants or guests and neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident or guest of a specific resident in the community. You agree to notify us if you or any occupants are convicted of any crime.

21. PARKING. We may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. Motorcycles or motorized bikes may not be parked inside an apartment or in an apartment community unless there is a designated parking space. Parked vehicles may not block, hinder, or obstruct any driveway, sidewalk, or alley. Under no circumstances may parked vehicles be placed in the street or on the public right-of-way.

22. RELEASE OF RESIDENT. Unless you're entitled to terminate this Lease Contract under paragraphs 10, 16, 23, 31, or 37, you won't be released from your obligations hereunder, unless you're legally entitled to do so by reason of (a) your essential military service; (b) your death; (c) your involuntary job transfer; (d) your marriage, separation, reconciliation, or divorce; (e) your loss of a military beat or of a portion of your pay; (f) your involuntary retirement; (g) your change to another position in the armed forces; or (h) a change of command.

23. MILITARY PERSONNEL CLAUSE. You may terminate the Lease Contract if you enlist or are drafted or commissioned and on active duty in the U.S. Armed Forces. You also may terminate the Lease Contract if:

(a) you are a member of the U.S. Armed Forces or reserves on active duty in support of the National Guard or a Reserve Component, you are on active duty for a period of more than 30 days in response to a national emergency declared by the President;
(b) you receive orders for permanent change-of-station, you receive military orders, such as permanent change-of-station orders, call-up orders, summons, or orders to move-on-fleet.

24. RESIDENT SAFETY AND PROPERTY LOSS. You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, keyless deadbolt locks, keyless home access systems, locks or latches, and other safety or security devices. You agree to make every effort to follow the Security Guidelines on page 5.

Smoke Detectors. We'll furnish smoke detectors and we'll test them and provide working batteries when you first take possession. After that, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke detector malfunction or damage to us. You may add or modify smoke detectors. If you damage or disable the smoke detector or remove a battery without replacing it with a working battery, you may be liable to us for $100 plus one time the cost of the detector and additional charge for the damage or loss. You must replace the smoke detector, or fail to replace a dead battery or report known smoke detector malfunctions to us, you will be liable to us and others for the damages resulting from any such failure.

Casualty Loss. We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including fire, smoke, hail, ice, snow, lightning, wind, explosions, interference of utilities, theft, or vandalism unless otherwise required by law. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. Unless we instruct otherwise, you must for 24 hours a day during freezing weather--(1) keep the apartment heated to at least 50 degrees; (2) keep cabinet and closet doors open; and (3) drip hot and cold water faucets. You'll be liable for damage to our property or damage to others' property in an amount equal to or more than the amount for the damage or loss of personal property, including alarm systems, smoke detectors, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices.

25. CONDITION OF THE PREMISES AND ALTERATIONS. You accept the apartment and furnished and unfurnished personal effects in their present condition and actual state. We do not guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of others, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security unless required by statute or unless required otherwise by federal law. We will not pay for any security devices, including alarm systems, smoke detectors, smoke detectors, or lock changes, additional phone or TV-cable outlets, alarm systems, smoke detectors, smoke detectors, smoke detectors, smoke detectors, smoke detectors, smoke detectors, smoke detectors, smoke detectors, smoke detectors, smoke detectors.

26. REQUESTS, REPAIRS, AND MALFUNCTIONS. IF YOU OR ANY OCCUPANT NOTICE A MALFUNCTION--FOR EXAMPLE FOR REPAIRS, INSTALLATIONS, SERVICES OF SECURITY-RELATED MATTERS--IT MUST BE SIGNED AND IN WRITING TO OUR DESIGNATED REPRESENTATIVE (except in case of emergencies). It is your responsibility to submit and pay for the repair of any fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Your oral request doesn't constitute a written request from you.

We'll respond to all written requests within a reasonable time by giving you written notice. If the Lease Contract is so terminated, we'll refund prorated rent and all deposits, less lawful deductions.

27. ANIMALS. No animals (including mammals, reptiles, birds, fish, rodents and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've so authorized in writing. If we allow an animal, you must sign a separate animal addendum, which may require additional deposits, fees, or other charges. You must keep the animal in the apartment or apartment community unless we've so authorized in writing. If you or any occupant violates animal restrictions (with or without notice), you may remove an unauthorized animal by following the procedures of this Lease Contract within a reasonable time by giving you written notice. If we remove an animal due to your failure to meet the requirements of this Lease Contract, you will indemnify us and hold us harmless from all liability for these services.

Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity, or other emergency involving imminent harm. You should be ready to give us your representative's name, your representative's address, your representative's contact phone number, your representative's local law-enforcement agency. You also must furnish us with the law enforcement's incident report number upon request.
33. MISCELLANEOUS. Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract constitutes the entire agreement between us and supersedes any prior negotiations or representations. In the event that any terms of this Lease Contract are found to be void, unenforceable, or non-operative, then such terms are severable from the rest of this Lease Contract and this Lease Contract shall remain operative. Any person giving a notice under this Lease Contract is considered to have violated the Lease Contract. Our requests and notices (including notices of Lease Contract termination, repair requests, and entry is for: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing entry is for: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing

General Clauses

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General Clauses
exercising any remedy won't constitute an election or waiver of other remedies. Insurance subrogation is waived by all parties. All remedies are cumulative. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease Contract binds subsequent owners. Neither an invalid clause nor the omission of initial itemization in this Lease Contract excludes any other items. This Lease Contract deals with, and all documents may be in English and, at your option, in any language that you read or speak. All provisions regarding our non-liability and nonduty apply to our employees, agents, and management companies. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option. All Lease Contract obligations must be performed in the county where the apartment is located. Cable channels that are provided may be changed during the Lease Contract term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your equipment is used improperly, you must use it properly at your expense.

WAIVER OF JURY TRIAL. To minimize legal expenses and, to the extent allowed by law, you and we agree that a trial of any lawsuit based on statute common law, and/or related to this Lease Contract shall be to a judge and not to a jury. All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion. Obligation to Vacate. Resident shall vacate the Premises and removal all of Resident's personal property therefrom at the expiration of the lease term or renewal period, as from Owner.

FORCE MAJEURE:

• If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, governmental authorities first, then call the management.
• Don't break a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
• If you're concerned because you've lost your key or because someone distrusts has a key, ask the management to rekey the locks at your expense.

PERSONAL SECURITY--WHILE OUTSIDE YOUR APARTMENTS

1. Lock your doors and windows—even while you're inside.
2. Engage the keyless deadbolt only on all doors while you're inside.
3. When going the door, see who is there by looking through a window or peephole. If you don't know the person, first talk with him or her without opening the door. Don't open the door if you have any doubts.
4. If children (who are old enough to take care of themselves) are left alone, tell them to engage the keyless deadbolt and refuse to let anyone inside while you are gone—regardless of whether the person is a stranger or an apartment maintenance or management employee.
5. Don't put your name, address, or phone number on your key ring.
6. If you're concerned because you've lost your key or because someone distrusts has a key, ask the management to rekey the locks at your expense.
7. Dial 911 for emergencies. If the 911 number does not operate in your area, keep phone numbers handy for the police; fire, and emergency medical services. If an emergency arises, call the appropriate governmental authorities first, then call the management.
8. Check your smoke detector monthly to make sure it is working properly and the batteries are still okay.
9. Check your doorknobs, window latches, and other devices regularly to be sure they are working properly.
10. If your doors or windows are unsecure due to break-ins or malfunctioning locks or latches, stay with friends or neighbors until the locks locks are repaired.
11. Immediately report to management—in writing, dated and signed—any needed repairs of locks, latches, doors, windows, smoke detectors, or carbon monoxide detector.
12. Immediately report to management—in writing, dated and signed—any malfunction of other safety devices outside your apartment, such as fire alarms, locks, burned-out bulbs, smoke detectors, and any security systems.
13. Close curtains, blinds, and window shades at night.
14. Mark or engrave your driver's license number or other identification on valuable personal property.

PERSONAL SECURITY--WHILE OUTSIDE YOUR APARTMENT

1. Lock your doors while you're gone. Lock any door handle lock, keyed deadbolt lock, sliding door pin lock, sliding door handle latch, and sliding door bar that you have.
2. Leave a radio or TV playing softly while you're gone.
3. Close and latch your windows while you're gone, particularly when you're on vacation.
4. Don't talk alone at night. Don't allow your family to do so.
5. Don't hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
6. Don't give entry keys, codes or electronic gate cards to anyone.
7. Use lamp timers when you go out in the evening or go away on vacation. They can be purchased at most hardware stores.
8. Let the manager and your friends know if you'll be gone for an extended time. Ask your neighbors to watch your apartment since the management cannot assume that responsibility.
9. While on vacation, temporarily stop your newspaper and mail delivery, or have your mail and newspaper picked up daily by a friend.
10. Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.

PERSONAL SECURITY--WHILE USING YOUR CAR

1. Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
2. Don't leave exposed items in your car, such as cassette tapes, wrapped packages, briefcases, or purses.
3. Endevour leave your keys in the car.
4. Carry your key ring in your hand whenever you are walking to your car—whether it is daylight or dark and whether you are at your door or on the street.
5. Always park a car in a well-lighted area. If possible, try to park your car in an off-street parking area rather than on the street.
6. Check the back of your car for getting into a burglar.
7. Be careful when stopping at gas stations or automatic-teller machines at night—or anytime when you suspect danger.

PERSONAL SECURITY AWARENESS

No security system is failsafe. Even the best system can't prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering, and human error. We disclaim any express or implied warranties of security. The best security measures are the ones you perform as a matter of common sense and habit.

Security Guidelines for Residents

36. SECURITY GUIDELINES. We recommend that you follow these guidelines and use common sense in practicing safe conduct. Inform all other occupants in your dwelling, including any children you may have, about these guidelines.

PERSONAL SECURITY--WHILE INSIDE YOUR APARTMENTS

37. MOVE-OUT NOTICE. Before moving out, you must give our representative advance written move-out notice as provided below. Your move-out date will not be earlier than the Lease Contract term or renewal period ends unless all rent for the entire Lease Contract term or renewal period is paid in full. Early move-out dates may be subject to prorations and acceleration of future rent under paragraphs 11 and 32. You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All tenants, guests, and occupants must abandon the apartment before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

38. MOVE-OUT PROCEDURES. The move-out date can't be changed unless we and you both agree in writing. You won't move out before the Lease Contract term or renewal period ends unless all rent for the entire Lease Contract term or renewal period is paid in full. Early move-out dates may be subject to prorations and acceleration of future rent under paragraphs 11 and 32. You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All tenants, guests, and occupants must abandon the apartment before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

39. CLEANING. You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't complete adequately, you'll be liable for reasonable cleaning charges.

40. MOVE-OUT INSPECTION. You should meet with our representative for an inspection. Our representative has no authority to bind or limit us regarding decisions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our
41. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES. Subject to the terms of this Lease Contract, you’ll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unremitted service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke-detectorter batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored under paragraph 13; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraphs 6 and 27; government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed $100) for our time and inconvenience in any valid eviction proceeding against you, plus attorney’s fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

You’ll be liable to us for: (1) charges for replacing all keys and access devices referenced in paragraph 5 if you fail to return them on or before your actual move-out date; (2) accelerated rent if you have violated paragraph 32; and (3) a reletting fee if you have violated paragraph 11.

42. DEPOSIT RETURN, SURRENDER, AND ABANDONMENT. We’ll mail you your security deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 45 days after surrender or abandonment, unless statutes provide otherwise.

You have surrendered the apartment when: (1) the move-out date has passed and no one is living in the apartment in our reasonable judgment; or (2) all apartment keys and access devices listed in paragraph 5 have been turned in where rent is paid—whichever date occurs first.

You have abandoned the apartment when all of the following have occurred: (1) everyone appears to have moved out in our reasonable judgment; (2) clothes, furniture, and personal belongings have been substantially removed in our reasonable judgment; (3) you’ve been in default for non-payment of rent for 5 consecutive days, or water, gas, or electric service for the apartment not connected in our name has been terminated; and (4) you’ve not responded for 2 days to our notice left on the inside of the main entry door, stating that we consider the apartment abandoned. An apartment is also "abandoned" 10 days after the death of a sole resident.

Surrender, abandonment, or judicial eviction ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment (paragraph 13), but do not affect our mitigation obligations (paragraph 32).

**Signatures, Originals and Attachments**

43. ORIGINALS AND ATTACHMENTS. This Lease Contract has been executed in multiple originals, each with original signatures—one for you and one or more for us. Our rules and community policies, if any, will be attached to the Lease Contract and given to you at signing. When an Inventory and Condition form is completed, both you and we should retain a copy. The items checked below are attached to this Lease Contract and are binding even if not initialed or signed.

- Animal Addendum
- Inventory and Condition Form
- Mold Addendum
- Enclosed Garage Addendum
- Community Policies Addendum
- Lease Contract Guaranty (guaranties, if more than one)
- Notice of Intent to Move Out Form
- Parking Permit or Sticker (quantity: ___ )
- Satellite Dish or Antenna Addendum
- Asbestos Addendum (if asbestos is present)
- Lead Hazard Information and Disclosure Addendum (federal)
- Utility Addendum
- Remote Control, Card or Code Access Gate Addendum
- Lease Contract Buy-Out Agreement
- Intrusion Alarm Addendum
- Other

Date form is filled out (same as on top of page 1)

**Name and address of locator service (if applicable)**

**Resident or Residents (all sign below)**

**Owner or Owner’s Representative (signing on behalf of owner)**

**Address and phone number of owner’s representative for notice purposes**

You are legally bound by this document. Please read it carefully.

Before submitting a rental application or signing a Lease Contract, you may take a copy of these documents to review and/or consult an attorney.

Additional provisions or changes may be made in the Lease Contract if agreed to in writing by all parties.

**SPECIAL PROVISIONS (CONTINUED FROM PAGE 1)**