

Agreement to Vacate Premises

This **Agreement to Vacate Premises** ("**Agreement**") is entered into as of _____ ("**Effective Date**") by and between the following parties:

Landlord

Occupant

The Landlord and the Occupant may be referred to individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS, the Occupant currently occupies the real property located at

(the "**Premises**");

WHEREAS, the Parties desire to establish a mutual written agreement regarding the Occupant's voluntary vacating of the Premises and the terms associated with that process; and

WHEREAS, the Parties wish to resolve the matter without unnecessary dispute and acknowledge the obligations set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Purpose

The purpose of this Agreement is to establish the date by which the Occupant will permanently vacate the Premises and to define the respective rights and responsibilities of the Parties before, during, and after the move-out process.

2. Premises

This Agreement applies solely to the following property:

Property Address:

Unit Number (if applicable):

3. Agreed Vacate Date

The Occupant agrees to completely vacate the Premises no later than _____ at _____.

By the agreed vacate date, the Occupant shall:

- Remove all personal belongings unless otherwise agreed in writing.
- Return possession of the Premises to the Landlord.
- Surrender all keys, access cards, garage remotes, parking permits, and security devices issued for the Premises.
- Leave the Premises in the condition required under the applicable lease agreement or other occupancy arrangement, subject to reasonable wear and tear unless otherwise agreed.

4. Condition of the Premises

Before surrendering possession, the Occupant agrees to:

- Remove all trash and personal property.
- Clean the Premises to a reasonable standard.
- Report any known damage that occurred during occupancy.
- Allow the Landlord to conduct a move-out inspection at a mutually agreed time.

The Parties may document the condition of the Premises through photographs, inspection reports, or other written records.

5. Security Deposit

Following surrender of the Premises, the Landlord shall inspect the property and determine whether any deductions from the security deposit are appropriate under the applicable lease agreement or applicable law.

If a security deposit is being held, the Parties acknowledge the following:

Item	Details
Security Deposit Amount	
Deposit Received On	
Forwarding Address for Refund	

Nothing in this Agreement automatically waives either Party's rights concerning the security deposit.

6. Outstanding Financial Obligations

The Occupant remains responsible for any unpaid obligations that accrued before the vacate date, including but not limited to:

Obligation	Amount
Outstanding Rent	
Late Charges	
Utility Charges	
Other Approved Charges	

Payment of any outstanding balance shall not delay the Occupant's obligation to vacate the Premises.

7. Utilities and Services

Unless otherwise agreed in writing, the Occupant shall arrange for the termination or transfer of utility services that are the Occupant's responsibility effective on or before the vacate date.

The Occupant remains responsible for charges incurred before the transfer or termination becomes effective.

8. Access Before Vacating

Until the Premises are surrendered, the Occupant shall continue to permit reasonable access to the Premises where authorized by the lease agreement or applicable law, including for inspections, repairs, maintenance, or showing the property to prospective tenants or purchasers after reasonable notice where required.

9. Personal Property Left Behind

Any personal property remaining in the Premises after the agreed vacate date may be handled by the Landlord in accordance with the applicable lease agreement and applicable law.

The Occupant acknowledges that property left behind may result in storage, removal, or disposal costs for which the Occupant may be responsible if permitted by law.

10. Mutual Release

Upon full performance of this Agreement, each Party releases the other from claims arising solely from the Occupant's continued possession of the Premises after the execution of this Agreement, except for:

- Obligations expressly preserved by this Agreement.
- Outstanding financial obligations.
- Claims relating to property damage.
- Claims arising from fraud, intentional misconduct, or obligations that survive termination.

11. No Admission of Liability

Execution of this Agreement does not constitute an admission of wrongdoing, liability, or breach by either Party. This Agreement represents a voluntary resolution of the Parties' respective obligations concerning possession of the Premises.

12. Entire Agreement

This Agreement constitutes the complete understanding between the Parties regarding the Occupant's agreement to vacate the Premises and supersedes prior oral or written discussions relating to the same subject matter.

13. Amendments

No amendment or modification of this Agreement shall be effective unless it is made in writing and signed by both Parties.

14. Notices

Any notice relating to this Agreement shall be delivered personally, by recognized courier, by certified or registered mail, or by another mutually agreed written method to the addresses provided by the Parties unless updated in writing.

15. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of _____, without regard to conflict of law principles.

16. Severability

If any provision of this Agreement is determined to be unenforceable, the remaining provisions shall remain in full force and effect to the fullest extent permitted by law.

17. Counterparts and Electronic Signatures

This Agreement may be executed in one or more counterparts, each of which shall be considered an original. Electronic signatures shall have the same effect as handwritten signatures to the extent permitted by applicable law.

Signatures

By signing below, the Parties acknowledge that they have read, understood, and voluntarily agree to the terms of this Agreement.

Landlord

Name

Date

Signature

Occupant

Name

Date

Signature



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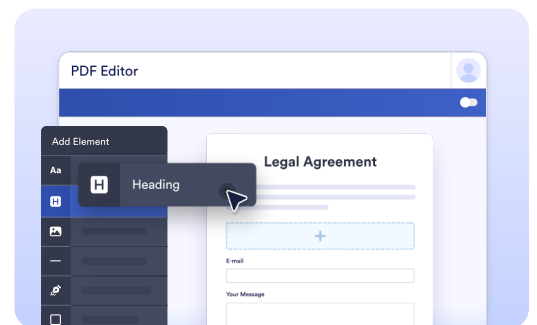
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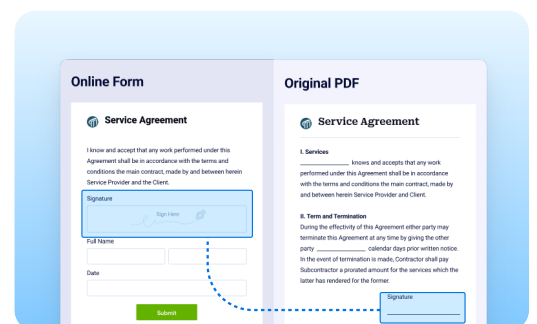
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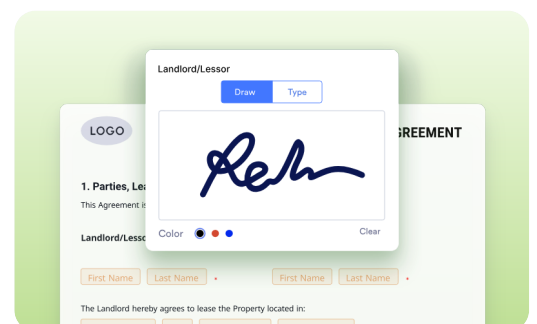
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