

NOTICE OF INTENT TO VACATE

Name(s) _____ Apartment No. _____ Today's Date _____

Carport No. _____ Storage No. _____ Garage No. _____ Current Rent Amount _____

I (we) hereby notify _____ Apartments that I (we) will vacate our apartment on the following date: _____

Reason for move: _____

THANK YOU FOR LIVING WITH US. WE HAVE APPRECIATED THE OPPORTUNITY TO SERVE YOU. IT IS OUR OBJECTIVE TO RETURN YOUR SECURITY DEPOSIT. THE FOLLOWING WILL BE HELPFUL IN ELIMINATING UNPLEASANT SURPRISES FOR EITHER OF US.

1. When you fulfill your lease and complete a proper thirty day notice, **on or before the first of the month**, your deposit will be returned in full within thirty days of your move out date, provided there are no out-standing charges or damages.
2. Please call the office to schedule a joint inspection of the apartment after it is vacant, clean and you are ready to return the keys. A "pre-inspection" can be arranged if you request.
3. Don't forget to have your utilities disconnected on or after the date of your move out. Also remember to send your forwarding address to the post office and to those with whom you normally correspond.
4. If you do not complete your lease term, you are responsible for rent until the lease expires or the premises are re-rented. We will make every effort to secure another resident for your apartment. At such time the apartment is re-occupied, you are no longer responsible for rent. A rent refund will be mailed, if applicable. Listed below are excerpts from the Lease Agreement explaining in detail the proper procedures:

9. **NOTICE TO VACATE: All vacate notices must be received in writing thirty days prior to the 1st of the month.** Military transfers must provide written notice fifteen days prior to move-out along with a copy of the transfer papers. **Verbal move-out notice is not sufficient.** Landlord's Intent to Vacate form should be used. If resident moves out without rent being paid in full for lease term, Resident has continued liability for future rent and other charges to which the Landlord is entitled.

10. **DEFAULT BY RESIDENT: In the event Resident fails to pay the rent as the same becomes due, the Resident's right to possession may be terminated at the option of the Landlord by giving three (3) days written notice to Resident. Delivery to Resident's dwelling unit shall be considered as proper notice to Resident. In the event Resident fails to comply with any other provision of this rental agreement or the Kansas Residential Landlord and Resident Act, Landlord may terminate Resident's right to possession upon giving not less than thirty (30) days notice in writing to the Resident of such default and if such default is not cured within fourteen (14) days from the delivery of such notice to Resident, Resident's right to possession shall terminate on the date specified in said notice. Leaving such notice at the dwelling unit shall constitute delivery.**

In the event of termination of the rental agreement as herein provided, Resident will immediately give peaceful possession of the premises and at said time, Resident will remove all Resident's property from the premises. If Resident fails to surrender the premises, Landlord at its option may proceed to evict the Resident by forcible entry and detainer, bring suit for the entire amount of all past due rent and all rent due and payable during the remainder of the period of the rental agreement, or take any other action as provided by law for obtaining possession of the premises; and any damages by Resident's breach of the covenants and conditions of said rental agreement of said Kansas Residential Landlord and Resident Act. If after the Resident is ten (10) days in default for non-payment of rent and has removed a substantial portion of such Resident's belongings from the dwelling, the Landlord may assume that the Resident has abandoned the dwelling, the Landlord may assume that the Resident has abandoned the dwelling and the remaining property.

11. **COST OF RELETTING: If Resident moves out, Lessor will attempt to relet the residence, and all subsequent rentals, received by the lessor, will be used in mitigation of damages, less costs of reletting, including, but not limited to: advertising, paperwork, inconvenience, showing residences, air conditioning and utilities for showing, checking prospects, office overhead, marketing costs, and locator fees.**

Forwarding Address: _____

Signatures: _____

Tenant One:

Tenant Two:

Lease Expiration Date _____

Date Notice Received _____

Tenant Three:

Received By: _____

Date: _____