

administration of \$50, which shall be due and payable on or by the first date of the new lease term. Should the Tenant continue to occupy the Premises after the effective date of termination, per proper notice by either party, the Tenant will be considered as "holding over" and the new monthly rent, known as Holdover Rent, shall be twice the amount as last charged prior to termination. Tenant shall continue to adhere to all contract terms and conditions, rental payments and utility costs through and up to the end of the Lease Agreement or the date that all keys and garage door opener remotes, if any, for the property are returned to the Owner/Agent, at Owner's/Agent's address of notice, whichever is later. Upon termination, if house keys, mail box keys, HOA community access keys, HOA parking passes or garage door opener remotes are not returned to Agent's address of notice, even if they are left at the property, Tenant shall be charged a \$150 fee per item type in addition to any Holdover Rent accrued through the date Agent notices or is notified in writing that Premises is vacant.

## **MOVE-OUT TERMS**

22. Upon move out Tenant agrees to the following, and will be charged to correct any noncompliance:

- A. Regardless of how Tenant received the property, Tenant shall have all the dwelling professionally cleaned after all personal belongings have been removed from the premises. **Tenant shall use one of Agent's preferred cleaning vendors, for this service.** The cleaning vendor selected from Agents preferred cleaning vendors list, **must** warranty the work for the next occupant. **This is required regardless of who corrects any cleanliness issues noted on Tenant's move-in report defined under "Inspection & Inventory" of this contract. Upon completion, proof of service must be submitted to Agent at its address of notice by no later than the date possession is returned;**
- B. Tenant shall have all carpeted areas professionally steam cleaned (via a truck-mounted system) after all personal belongings have been removed from the premises. **Tenant shall use one of Agent's preferred carpet cleaning vendors for this service.** Should the carpet cleaning company recommend additional deep cleaning, stain treatment, or odor treatment, Tenant must agree to and pay for these additional costs. Upon completion, proof of service must be submitted to Agent at its address of notice by no later than the date possession is returned;
- C. Tenant shall have all chimney flues professionally cleaned (if the home has a wood burning fireplace or wood burning stove). Upon completion, proof of service must be submitted to Agent at its address of notice;
- D. Tenant shall have all light bulbs and all detectors in working order;
- E. Tenant shall fill nail holes in walls and return to original condition and shall make any other repairs needed, beyond normal wear and tear. **Dirt is not normal wear and tear;**
- F. Tenant shall remove and clean up all personal belongings, trash, and pet droppings;
- G. Tenant shall mow and trim the lawn and rake leaves, if applicable;
- H. A coordination fee of \$50 per hour (with a minimum of \$25 per vendor) will be charged to Tenant for coordinating the correction of any Tenant caused damage and/or cleaning;
- I. Tenant will be responsible for Holdover Rent during time property is not rentable or not fully marketable because of Tenant caused damage or noncompliance with the Move-Out Terms;
- J. **Tenant shall not turn off the utilities.** Tenant shall ask for a final reading the day after the last day of the lease Term;
- K. Tenant shall return all house KEYS & GARAGE DOOR OPEN REMOTES to Agent's address of notice;
- L. Tenant shall furnish Agent with a forwarding address;
- M. **Tenant is responsible for the entire last month's rent, regardless of date Tenant vacates. Tenant may not treat Security Deposit as the last month's rent payment. Should Tenant fail to pay last month's rent and/or attempt to pay the last month's rent by use of the Security Deposit, Tenant shall be in**

**default of its rent payment obligations, Tenant shall be in immediate violation of its Lease obligations without any further notice, shall pay an additional fee of \$250, and all provisions, fees, charges, interest, and other provisions of this Lease related to late and/or nonpayment of rent shall apply and be assessed;**

- N. Any personal property left by Tenant will be deemed abandoned and will be removed and disposed of at Tenant's expense. Owner/Agent has no obligation to store or protect any personal property left by the Tenant.
- O. Should personal property or trash be left out for a trash service provider to remove after return of possession, Tenant remains liable for any possible charges to remove the property/waste and HOA fines if applicable.
- P. Should Tenant fail to switch any utility services out of its name (which should occur the day after the termination of the lease Term) Tenant shall pay a fee of \$50 per utility service provider. This same fee shall be charged if tenant fails to coordinate with and inform Owner/Agent of the removal of any leased trash totes.

### **BANKRUPTCY/FORECLOSURE**

23. If the property goes into foreclosure, the Lease Agreement remains in effect until the issuance of the Public Trustees deed. At that point, the Lease Agreement is voided, and continued occupancy is subject to the directives of the new Owner. In the event the leased Premises should become involved in foreclosure proceedings, Tenant affirms and agrees that neither Agent nor Owner shall be held responsible or liable for any expenses incurred by Tenant due to foreclosure of the leased Premises described herein.

### **EARLY TERMINATION**

24. A. Military Clause: The Tenant shall have the privilege of terminating this lease due to military orders in accordance with the Servicemember's Civil Relief Act (SCRA). Tenant must notify Agent of their intent to terminate this Lease Agreement in writing, and notice must be accompanied by a copy of Tenant's orders. Termination would then occur at the end of the next calendar month.
- B. If Agent is presented with a restraining order issued by a court citing domestic violence perpetrated against one of the named Tenants, Tenant may terminate this agreement with thirty (30) days prior written notice. Tenant will additionally be responsible for one month's rent beyond the 30-day notice period payable within 60 days of termination.
- C. If the Tenant terminates possession of the property under this Lease Agreement for any other reason prior to the Term end date, Tenant shall be liable for the following costs:
- The monthly rent until the property is re-rented, or the end of the Term, whichever is earlier.
  - An Administrative Fee of \$800.00 which shall be paid to Agent.
  - All utilities until the property is re-rented.
  - Cost to re-key all locks.
  - Any other additional charges incurred to get the property re-rented.
  - All maintenance and other costs that are the responsibility of Tenant under this Lease Agreement.
- D. Should Tenant default on this Lease Agreement by terminating possession prior to the expiration of the Lease Term, and Owner opts to sell the property in lieu of placing the property back on the rental market, Tenant agrees to pay the remainder of any rents due through the end of the month which