



## **NOTICE TO VACATE**

Property Address: \_\_\_\_\_

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

### **To Executive Premier Properties Rental Management:**

Please accept this as my official notice to terminate my tenancy, including ALL OCCUPANTS, at the above-listed property. I understand this notice must be delivered to Executive Premier Properties Rental Management on or before the first day of the month in which I intend to move. Rent for the entire month must be paid in full regardless of the date I vacate. Should I extend my stay into the following month, I will owe rent for the full month. If I vacate the property prior to the expiration date of my lease, I understand I will be responsible for rent until a new tenant is secured or until the lease expires, whichever comes first. Additionally, I acknowledge that I am responsible for re-leasing fees and any necessary yard maintenance or interior cleaning required before a new tenant can move in.

I request that my move-out inspection be scheduled for \_\_\_\_\_ at \_\_\_\_\_ AM/PM with an agent from Executive Premier Properties Rental Management. MOVE-OUT INSPECTIONS MUST BE SCHEDULED MONDAY THROUGH FRIDAY BETWEEN 10:30 AM AND 3:00 PM. If the last day of the month falls on a Saturday, I must schedule the inspection no later than the last business day of the month or return the keys to Executive Premier Properties Rental Management by 5:00 PM on the last day of the month. If the last day falls on a Sunday or holiday, I must schedule the inspection no later than the last business day or return the keys by 9:00 AM on the following Monday. An agent will finalize my inspection as soon as possible after the keys are returned.

I understand this property will be listed for rent, and I agree to cooperate with showings if an appointment is scheduled. If I cannot be contacted using the phone numbers listed below, an agent may access the property to conduct showings.

Utilities must remain active for the move-out inspection. If utilities are disconnected, the inspection will be delayed, and I will be responsible for rent until utilities are restored and the inspection is completed.

I have read and understand the cleaning requirements outlined in the move-out packet. The property must meet these standards as detailed in the move-in inspection report.



If I am not prepared for the initial inspection, a second inspection will need to be scheduled, and I will incur a \$25 fee. Missed or delayed appointments due to utilities being disconnected will also count as an inspection, requiring a rescheduled appointment.

Security Deposit Refund: I understand that Executive Premier Properties Rental Management will return my security deposit, less any deductions, within 30 days after I surrender the property. I will receive an itemized statement of any charges against the deposit. If I fail to provide a forwarding address, the refund will be mailed to the property address.

If this notice is withdrawn, I understand I may be responsible for any advertising costs incurred.

**Current Contact Information:**

Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Forwarding Address: Date: \_\_\_\_\_

Forwarding Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Forwarding Phone Number: \_\_\_\_\_



## **NOTICE TO VACATE DUE TO PCS OR DEPLOYMENT ORDERS**

### **Servicemembers Civil Relief Act**

Termination of Residential Leases: The Servicemembers Civil Relief Act (SCRA) allows active-duty servicemembers to terminate a lease if the lease was signed prior to active-duty orders. The act also allows servicemembers to terminate a residential lease entered into while in the military if they receive Permanent Change of Station (PCS) orders or are deployed for 90 days or longer.

To terminate a lease under these provisions, a written request must be submitted, accompanied by a copy of the official orders (PCS or deployment). This notification may be delivered in person, by commercial carrier, or via mail with return receipt requested.

For monthly rental agreements, the earliest termination date is 30 days after the next rent payment is due, following proper notification. For example, if notice is given on June 18 and rent is due July 1, the termination date would be August 1. For other payment arrangements, the termination date is the last day of the month following the month notice is given.

### **The following guidelines comply with the SCRA:**

1. Proper Notice with PCS Orders Submitted by the 1st of the Month: Rent is owed through the end of the current month.
2. Proper Notice with PCS Orders Submitted After the 1st of the Month: Rent is owed for both the current and following month. (Example: Notice received March 3rd requires payment for March and April.)
3. Notice Submitted Without PCS Orders: The notice will not take effect until the day Executive Premier Properties Rental Management receives the orders.
4. Failure to Provide PCS Orders: If no PCS orders are submitted, the notice will be treated as a standard Notice to Vacate, subject to the lease terms.
5. Extended Occupancy Beyond the Following Month: If notice and PCS orders are submitted after the 1st and the tenant remains beyond the next month, rent is owed through the last day of the month when full possession is returned. (Example: Notice received March 3rd with move-out scheduled for May 5th requires rent payment through May 31st.)

Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_