

# LANDLORD'S MOVE-OUT ADDENDUM

## MOVE OUT CLEANING: REQUIREMENTS AND GUIDELINES

Before moving out, you must give our representative advance written move-out notice as provided below. Your move-out notice will not release you from liability for the full term of the Lease Contract or renewal term. You will still be liable for the entire Lease Contract term if you move out early.

- We must receive advance written notice 30 days prior of your move-out date. The notice is effective on the last day of the month following the month in which the notice is given. Landlord is not obligated to prorate rent even if Tenant surrenders the Property before the termination date.
- Your move-out notice must be in writing. Oral move-out notice will not be accepted and will not terminate your Lease Contract.
- Your move-out notice must not terminate the Lease Contract sooner than the end of the Lease Contract term or renewal period.
- 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 residents, guests, and occupants must surrender or 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.
- **Early Termination of Lease** requires the Relet Fee (85% of one month's rent) to be paid at the same time of giving your written 30 Day Advance Move-Out Notice. The 30 Day Advance Move-Out Notice does not take effect until the Relet Fee has been paid in full.

## **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 may result in reletting charges and acceleration of future rent. 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 residents, guests, and occupants must surrender or 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.

## **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 clean adequately, you'll be liable for reasonable cleaning charges—including charges for cleaning carpets, mini-blinds, furniture, walls, etc. that are soiled beyond normal wear (that is, wear or soiling that occurs without negligence, carelessness, accident, or abuse).

## **MOVE-OUT INSPECTION**

We do not perform move out inspection. We cannot give an estimate of any cost until we complete the make-ready process on your apartment. In most cases of major damage we do keep pictures on file.

## **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 30 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 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 judgement; (2) clothes, furniture, and personal belongings have been substantially removed in our reasonable judgement; (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 or transferred; 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.

## **SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES**

You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed 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 detection device batteries at any time; 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; removing or boating 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; government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to detection devices, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for our time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court cost, 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 if you fail to return them on or before your actual move-out date; (2) accelerated rent; (3) a reletting fee.



## **CLEANING FEES**

Cleaning : \$75/hr  
Carpet Shampoo: \$150  
Carpet Replacement: Actual Cost  
Mini-Blind Replacement: \$15 each  
Interior Doors: \$80 each  
AC Filter Replacement: \$10  
Stove Drip Pan Replacement: \$30  
Flea Treatment: \$100  
Yard Maintenance: \$50-\$120  
Trash/Furniture Removal: \$20 each  
Light Fixtures/Lightbulbs: \$10  
Painting: Pricing depends on damage

## **MISCELLANEOUS FEES**

Administration Fee: \$100  
Relet Fee: 85% ONE MONTH'S rent  
Non-Authorized Pet Fee: \$100 +\$10 daily  
Non-Refundable Pet Fee: 1/2 Pet Deposit  
Unpaid Late Fees: Actual Amount  
Unpaid Utility Charges: Actual Cost  
Accelerated Rent: Actual Cost on Lease  
Unpaid Pet Fee: 1/2 of Security Deposit  
Key Replacement/Garage Remote: \$30  
30 Day Advance Notice: ONE Month's Rent  
AC Maintenance/Coil Cleaning: \$130

## **KEMP PROPERTIES**

**OFFICE ADDRESS**

**186 Hill Terrace Dr.  
Nederland, Tx 77627**

**MAILING ADDRESS**

**P.O. Box 1262  
Nederland, Tx 77627**

**PHONE**

**(409) 722-7404**

**FAX**

**(409) 853-1216**

**EMAIL**

**info@kempproperties.org**