

# Agreement To Vacate Premises

(Between owner and holdover occupant)

This Agreement To Vacate Premises (Agreement) is entered into on \_\_\_\_\_ by  
and between \_\_\_\_\_ (Owner)  
and \_\_\_\_\_ (Occupant).

**Witnesseth:** That in consideration of the covenants and agreements herein expressed, plus cash  
and other good and valuable consideration, Occupant agrees to vacate the property located at  
\_\_\_\_\_ (Premises)

upon the terms and conditions herein set forth:

## 1. Agreement to Vacate/Relocation Assistance

Occupant covenants and agrees to voluntarily vacate the premises by \_\_\_\_\_  
@ \_\_\_\_\_ AM/PM. In exchange for the timely surrender of possession of the premises by  
Occupant, Owner agrees to pay Occupant the sum of \_\_\_\_\_  
dollars (\$ \_\_\_\_\_), herein referred to as the Relocation Assistance.  
Said sum shall increase or decrease by \$ \_\_\_\_\_ dollars per day. It shall increase by said  
amount for each day Occupant moves out earlier than agreed hereto; and it shall decrease by  
a like amount for each extra day Occupant takes to vacate beyond the stated move-out date.

## 2. Inspection and Condition of the Premises

Within 24 hours of Occupant's moveout Owner shall make a final inspection of the premises.  
If Occupant has vacated the premises by the date promised, returned all keys and has left the  
premises (including all fixtures, facilities, and appliances) in the same condition as when the  
premises were initially occupied by Occupant, ordinary wear and tear excepted, then Owner  
shall immediately pay Occupant the full amount of the Relocation Assistance.

## 3. Liability for Personal or Real Property Damage

Occupant shall not deliberately or negligently destroy, deface, damage, impair, or remove  
any part of the premises (including fixtures, facilities, and appliances) nor permit any persons  
to do so whether known by the Occupant or not, and Occupant shall be responsible for any  
damage caused by his failure to comply with this requirement. All persons and personal  
property in or on said property shall be at the sole risk and responsibility of Occupant. Owner  
shall not be liable for any injury or damage whatsoever to the person or property of  
Occupant or any person or entity in or on said property; and Occupant hereby expressly and  
without reservation agrees to indemnify and hold Owner harmless in all such matters.

## 4. Default

In the event Owner determines that damage to the premises has occurred, which was  
caused by the willful acts, acts of omission, or the negligence of Occupant, Owner shall  
deduct the costs of the repairs from the amount of the Relocation Assistance. In the event  
the costs of the repairs exceed the amount of the Relocation Assistance, Occupant shall be  
personally liable for all repair costs which exceed the amount of the Relocation Assistance.  
Owner shall also be entitled to avail itself of all other rights and remedies to which it may be  
entitled, either at law or equity and Owner shall be entitled to recover any reasonable  
attorney's fees and any other costs allowed by law. In the event Occupant fails to vacate the  
premises prior to the expiration of the term of the Agreement, Occupant forfeits any right to  
receive the Relocation Assistance or any portion thereof and Owner shall commence eviction  
proceedings against Occupant. Owner shall be entitled to recover reasonable attorney's fees,  
eviction expenses, court costs and any other costs allowed by law.

(Initials) \_\_\_\_\_

(Initials) \_\_\_\_\_

**5. If a Prior Lease Exists Between Owner and Occupant**

In the event Occupant is currently in possession of the premises as a result of a prior lease agreement between Owner and Occupant, Occupant agrees to continue to be bound during the term of this Agreement by all conditions, restrictions, and covenants contained in the prior lease agreement. Any default under the terms of any prior lease agreement between Owner and Occupant shall also constitute a default under this Agreement. In the event there is a conflict between the provisions set forth in any prior lease agreement and the provisions of this Agreement, the provisions of this Agreement shall prevail.

**6. Severability/Unenforceability**

All individual provisions, paragraphs, sentences, clauses, sections and words in this Agreement shall be severable and if any one or more such provisions, paragraphs, sentences, clauses, sections or words are determined by any court, administrative body, or tribunal, having proper jurisdiction, to be in any way unenforceable, or to be in any way violative of or in conflict with any law of any applicable jurisdiction, such determination shall have no effect whatsoever on any of the remaining paragraphs, provisions, clauses, sections or words of this Agreement.

**7. Entire Agreement**

This Agreement constitutes the entire agreement between the parties concerning the subject matter contained herein and no modification or addition to it shall be binding unless signed by the parties hereto. The covenants and conditions herein contained shall apply to and bind the parties hereto and their heirs, executors, administrators, legal and personal representatives, successors and assigns. All covenants are to be construed as conditions of this Agreement. Where the context so requires, the singular shall include the plural, the plural the singular and the use of any gender shall include all other genders.

**Agreed and Accepted:**

Owner: \_\_\_\_\_

By: ✓ \_\_\_\_\_

Title: \_\_\_\_\_

Occupant:

#1 ✓ \_\_\_\_\_

(Print name) \_\_\_\_\_

#3 ✓ \_\_\_\_\_

(Print name) \_\_\_\_\_

Occupant:

#2 ✓ \_\_\_\_\_

(Print name) \_\_\_\_\_

#4 ✓ \_\_\_\_\_

(Print name) \_\_\_\_\_