



1716 Evelyn Gandy Parkway Suite 30  
Hattiesburg, MS 39401  
601-325-9046

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## Steps to Terminate a Lease and Associated Fees

We would like to make you aware that it is very expensive to break your lease contract. Even when some residents can't continue to live in their apartment due to a job relocation, etc, some opt to fulfill their lease contract due to the fees associated with terminating a lease. We will outline for you the costs to terminate your lease, but we encourage you to compare the total to how much you would spend if you fulfilled the lease contract. If you are just a few months away from the end of your lease, it is almost always better to fulfill the contract terms.

Paragraph 16 of your signed Apartment Lease Contract states "Lessee may terminate this lease before the end of the initial term by: (a) giving Lessor written notice *at least 30 days* prior to the proposed termination date; (b) paying all money due through the date of proposed termination; (c) paying a cancellation fee in an amount equal to one month(s) rent (d) forfeiting any security deposit in accordance with terms of the Security Deposit Agreement, which is an addendum hereto." The foregoing shall not relieve Lessee of any obligation or liability for damages to the apartment. If it is not possible to fulfill your lease term, these are the charges you will incur by terminating your lease early:

- 30 DAY NOTICE TO VACATE FEE/INSUFFICIENT NOTICE FEE: You will be required to pay rent for a full 30 days from the day you submit a written notice to vacate. This could include a pro-rated portion of rent due for the next month. If you vacate without submitting a notice, you will still be charged an Insufficient Notice Fee equal to 30 days prorated rent.
  - LEASE TERMINATION FEE: This is equal to one month's rent and is due on the day you turn in your keys to management.
  - RETURN OF INCENTIVES: Paragraph 21 of the Apartment Lease Contract says that if you default on the lease contract, you are liable for any amounts credited to you as a Move-in Special. This is due on the day you turn in your keys to management. If you did not receive a Move-in Special or any type of a rental concession, then this does not apply to you.
  - FOREFIT OF DEPOSIT: Your deposit will be forfeited but you are still liable for cleaning charges and damages. You may request a move-out inspection sheet that details what we will document regarding your apartment's condition. We will add to your account your final water bill and any cleaning charges and/or damages at the time of move-out.



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Paragraph 17 of your signed Apartment Lease Contract states “As provided in the Servicemember’s Civil Relief Act of 2003, if Lessee is a servicemember, Lessee may terminate this lease at any time after the Lessee’s entry into military service or the date of the Lessee’s military orders by providing written notice including a copy of the document confirming Lessee’s entry into the military, or a copy of Lessee’s orders, and only paying all money due through the date of the proposed termination.”

#### LEASE TERMINATION FEES

Listed below are the fees you will be charged for terminating your lease contract:

30 Day Notice (Pro-rated due next month) \$ \_\_\_\_\_

Lease Termination Fee \$ \_\_\_\_\_

Return of Incentives \$ \_\_\_\_\_

Total Cost \$ \_\_\_\_\_

The Total Cost does not include your forfeited security deposit, your final water bill, cleaning charges, or damages that may apply at the time of move-out.

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Management Signature

\_\_\_\_\_  
Date