

# ROOKWOOD PROPERTIES

## DEFAULT OF THE LEASE

You agreed to keep on deposit with us at all times during the term of the Lease signed upon move in, as security for payment of rent provided herein and for payment of all other sums of money for which you may be obligated for under the terms of your Lease. **The Deposit may be applied by us against any loss, cost, fees and expense caused by your failure or default in the performance of any of the terms, provisions, and conditions of your Lease.** The Deposit may be not used as rent and you are not entitled to any interest on the Deposit held by us. **Within thirty (30) days after the expiration of the term of the Lease, we will refund to you all or so much of the Deposit that has not been applied to your defaults hereunder, including, but not limited to, the cost of restoring the Premises to the same condition as at the beginning of this Lease, reasonable wear and tear excepted; provided, however, that you also have complied with the following conditions:**

- a. You have not defaulted in the performance of any terms, conditions and covenants contained in the Lease;
- b. You have given us at least sixty (60) days (two complete calendar months) prior written notice of your intent to vacate the Premises;
- c. You have completely vacated the Premises and returned all keys to us on or before the date indicated in your notice; and
- d. You have left us your forwarding address.

**If you are defaulting on your Lease, you can expect to be charged the following:**

- a. Rent for the balance of the Lease, or up until the unit is re-rented.
- b. The cost of restoring the premises back to original condition, beyond reasonable wear and tear.
- c. Pest Control issues.
- d. Damages

**This list is not meant to be all inclusive and you may be charged for additional costs incurred to restore your home at the Property Manager's discretion.**

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## Termination of Lease If Under Renewal Lease

Residents who have re-signed for another year but need to break their lease have the option of buying out the remainder months left on their lease as follows:

**Option 1:** A **60 day notice** to vacate must be submitted on the first of the month in writing to the leasing office.

During this time you are required to pay rent and an “additional” two (2) month’s rent as liquidated damages which must be paid prior to vacating the apartment. In consideration of this, you will not be responsible for rent for the balance of the lease term.

Your deposit will be applied to any damages or utility charges if needed and a deposit refund will be given if applicable.

**Option 2:** A **60 day notice** to vacate must be submitted on the first of the month in writing to the leasing office.

You will be responsible for all additional months left on the lease and will receive a statement for the full amount owed. If the apartment is re-rented and the new resident moves in before the end of your lease, you will then receive a letter which will reflect any outstanding balance.

Choosing this option means forfeiting your deposit.