



# Claremont Collegiate Apartments

## Request to Vacate

Please complete this form if you are requesting to cancel your rental agreement prior to its expiration. Bear in mind that your agreement is a legal document and states: If you move out of your apartment without approval from Housing Services then you have performed an **Improper Checkout** and a \$100.00 fee will be charged against your housing account in addition to all other penalties as determined based on your License Agreement. no termination of this License prior to the normal expiration thereof, by lapse of time or otherwise, shall affect Licensor's right to collect the total License Fee set forth in Section II(C). Without waiving Licensee's rights as a Licensee under Civil Code §§ 1953 or 1954, Licensee shall not vacate the Premises or exercise any right of termination arising out of any breach by Licensor of any provision of this License due to the condition or state or repair of the Premises, and Licensee waives any right, statutory or otherwise, to do so. Unless otherwise allowed by law, no surrender of the Premises by delivery of keys or otherwise shall operate to terminate this License unless and until expressly accepted in writing by Licensor.

- 1) Licensee may cancel this Agreement, without cause, by presenting written notice to Agent at least thirty (30) calendar days before the first day of the Fee Period. Any request by Licensee to cancel this Agreement that is presented thirty (30) or more days before the start of the Agreement Period will not be charged a Cancellation Fee.
- 2) Any request to cancel this Agreement that is presented less than thirty (30) calendar days before the first day of the Agreement Period will be assessed a Cancellation Fee equal to \$50 per day to the effective date of cancellation.
- 3) Any request by Licensee to cancel this Agreement that is presented during the Fee Period must include a statement of reasons therefore. The request must be presented at least thirty (30) calendar days before the date upon which Licensee wishes to vacate the Premises. The Licensor shall agree to cancel the Agreement if Licensee presents acceptable evidence of: 1) cessation of student status; 2) marriage (that occurred after the start of the Fee Period); or 3) hardship. A release request must include verification appropriate to the circumstance. A release request for financial hardship must be due to a verifiable loss of income that has occurred since the start of the Agreement Period. All other requests to cancel this Agreement under this subsection shall be granted or denied at the sole discretion of the Licensor.
- 4) If the termination request and supporting documentation is received by Agent after the commencement of the Fee Period with at least 30 days' notice and the request is accepted by Licensor, then Licensee will be charged a cancellation fee based on \$50 per day from the date of the notice to the date of the occupancy, or the License Fee, whichever is less.
- 5) If the termination request and supporting document is received by Agent after the commencement of the Fee Period (with or without 30 days' notice) and the request is not accepted by Licensor, then Licensee shall not be relieved of payment of the full amount of the License Fee.
- 6) If the termination request and supporting documentation is received by Agent after the commencement of the Fee Period with less than 30 days' notice and the request is accepted by Licensor who also waives the notice, then Licensee will be charged a daily rate of \$50 from the date of the notice to the last day of occupancy, or the License Fee, whichever is less.
- 7) Nothing herein relieves Licensee from payment of License Fees accrued through the date of the termination request. **Please Note:** Licensee will not be released from liability due to school withdrawal or transfer, business transfer, loss of job, University conduct sanctions, marriage, divorce, health, roommate conflict or change in admissions status without prior approval of Licensor. Except as provided herein, License Fees, late fees, and termination fees still apply in cases where the admission status has changed or Licensee is no longer attending the University.

Abandonment of the Premises by Licensee shall not relieve Licensee of his/her obligations under this Agreement. The Licensor may, at its sole discretion, elect to cancel this Agreement following an abandonment of the Premises by Licensee

**Initial Inspection**-You have the right to an INITIAL move-out inspection which will determine what charges may be assessed against your security deposit for damage, repair, replacement or restoration of University furnishings. The time period between Initial Inspection and the date that you move out will be your opportunity to address the items noted in the inspection should you choose to do so. The Housing Services office will re-inspect your apartment once you have vacated. Any issues that are still deficient, could not be seen during the initial inspection, or have appeared since the Initial Inspection, will be charged against your security deposit. You will then be refunded or billed accordingly. You are responsible for coordinating the date and time of your initial inspection with the Housing Services Office. Please indicate below what your intentions are regarding your initial Inspection. Remember that initial inspections cannot be done any sooner than two-weeks before your scheduled move-out date.

<b>Email address:</b>		<b>Phone:</b>	
<b>Last Name:</b>	<b>First Name:</b>	<b>Student ID #:</b>	
<b>Apartment #:</b>	<b>Date you plan to Vacate:</b>		
<b>Class Status (Circle one):</b>	<b>Master's</b>	<b>PHD</b>	<b>Other:</b>

**Reason for vacating:**

1. I am requesting an initial move-out inspection: (circle one)    **Y**            **N**            \_\_\_\_\_ Initial

2. I am requesting to be present during initial inspection : (circle one)    **Y**            **N**            \_\_\_\_\_ Initial

**Forwarding Address**-This address will only be used to forward any credit remaining on your final billing statement. The Housing Services Office WILL NOT forward any U.S mail to this address. It is the Residents responsibility to contact the local post office and provide that office with any relevant information about your forwarding address.                      **Please Print Clearly**

**Address:** \_\_\_\_\_ **Street:** \_\_\_\_\_ **City:** \_\_\_\_\_

**State:** \_\_\_\_\_ **Country:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Office Use Only: Resident Status**                      Received By: \_\_\_\_\_                      Date Received: \_\_\_\_\_

Approved w/30 day:    **Y**            **N**            (circle one)                      Approval Date: \_\_\_\_\_

Date if Not Approved: \_\_\_\_\_                      Charge through Date: \_\_\_\_\_

Need Additional Info:    **Y**            **N**            (circle one)                      Info Needed: \_\_\_\_\_

Communication to Resident By/Date: \_\_\_\_\_