

MOVE OUT PROCEDURES 2022

Dear Tenants:

In order to avoid any confusion and to maximize the return of your security deposit, please note the following Move Out Procedures that need to be followed:

1. MOST of your leases expire on the 23rd of July and not the 31st of July. It is your responsibility to know your lease termination date. If you do not know please reference your lease or ask in advance. Please make arrangements with your new house/landlord/moving company or parents to have the house completely vacant in a timely manner by **2:00 p.m. on the lease termination date**. If you have not received prior written approval from us about staying past the 23rd then you will be charged **A MINIMUM OF \$100.00 per day** for each day you or your personal belongings are still present.

2. In order to be fully moved out, all trash, plates, clothes, books, furniture, etc. must be on the street or removed from the property. If you are selling or giving furniture to the future tenants, you MUST email us a detailed list. **ALL FOOD AND ICE MUST BE REMOVED FROM THE REFRIGERATOR/FREEZER**. Large items that our cleaning ladies cannot move will cause us to have to pay movers and will eat up your deposit quickly. If you need help, ask, and we can help you with local movers or people that are in need of items which you may want to discard *i.e.* Habitat, Goodwill. Also, all AT&T/U-verse boxes must be returned to your cable provider. **WE WILL NOT BE RESPONSIBLE FOR ANY MISSING ITEMS OR ITEMS LEFT IN YOUR HOUSE I.E. CABLE/INTERNET BOXES AFTER JULY 23rd AT 2:00 pm.**

3. Once everyone has moved out, then you must contact us by email at office@oxfordrentalproperties.com and schedule a time for a final "walk through", this is where we assess any damage beyond normal wear and tear, if any. YOU DO NOT NEED TO BE PRESENT FOR THE WALK THROUGH AS ANYTHING THAT IS DEEMED DAMAGED WILL BE DOCUMENTED WITH PHOTOS AND COMPARED TO YOUR MOVE IN LETTER. We do not schedule walk throughs until all furniture is out. If you have excessive soiled carpets that require steam cleaning, toilets that have never been cleaned, mildewed tile and grout or excessive trash the cleaning can exceed \$600 per a house. If it does, the cleaning company will provide us with an invoice for your review and usually pictures to substantiate the increases. **PLEASE NOTE YOUR LEASE REQUIRES YOU TO KEEP THE POWER ON UNTIL JULY 29, 2021. THIS ALLOWS US TO ASSESS THE AIR AND PLUMBING SYSTEMS FOR DAMAGE AND HAVE THE HOUSE CLEANED AND REPAIRED.** If you turn your power off before that, even though you have vacated, we will take the temporary reconnect fee out of your deposit.

4. Please NOMINATE A REPRESENTATIVE FROM YOUR GROUP send ONE email to office@oxfordrentalproperties.com with the contact information for ALL tenants and home addresses in ONE email so that we can process the rapid return of your security deposit. We cannot send your deposit back without your new address.

5. If there are no damages beyond normal wear and tear, we will issue one check to each tenant. If there are other damages AND a tenant does not claim it prior to MOVE OUT, then there will be one security deposit made to ALL tenants. We do not know who lived in which room. What this means is that we will divide the damages equally among each tenant and each tenant will receive equal deposit returns. We cannot assign blame to one person over another for any damage i.e. Sally's door came off the hinges, but Meg's boyfriend was the one that did it...Therefore, we let you divide the remainder however you can agree to do so amongst yourselves. If one person wants to accept responsibility for damage, they need to let us know at Move Out otherwise all tenants will share in damages equally. We strongly suggest that you leave your TV wall mount, as removing the mounting usually causes damages beyond normal wear and tear. Please see the attached Security Deposit Agreement from the lease.

6. **BEFORE YOU LEAVE TOWN** All keys must be returned in person at TO 299 SOUTH 9TH STREET, UPSTAIRS OXFORD RENTAL PROPERTY OFFICE, OR IF THE OFFICE IS CLOSED to the **DROP BOX UNDERNEATH THE STAIRS AT 299 SOUTH 9TH STREET as soon as you have vacated, BUT NOT LATER THAN JULY 25th.** There is a SEPARATE drop box THAT SAYS "Oxford Rental Properties" on the side of the building by the side door and NEXT TO THE LARGE BLACK MAIL BOX. Please put the keys, your name, forwarding address and your rental address on the envelope and put in drop box if it is after hours. If you put the key in the drop box, please let us know. If for some reason you need to mail them in you can send them to **Oxford Rental Properties, LLC, P.O. Box 1597 Oxford, MS 38655.** If we do not get back ALL of your keys on or before August 1, 2022, you will be charged to have locks rekeyed, per the Security Deposit Agreement, a sample is attached. If you have a separate key for your bedroom, then you are responsible for replacing the lock that was on the bedroom door prior to you taking occupancy. If you do not change it back, then there is a \$75.00 replacement fee per bedroom.

7. Any late fees, overdrafts, NSF, mid-year maintenance fees paid on your behalf, etc. will be deducted from your deposit as well as the \$300 that we keep to cover cleaning, carpet steaming, etc. If there is damage to the unit that exceeds your deposit then you are liable for the difference. This has only happened once in 10 years due to gross stupidity. If you believe that you may be in this situation call me immediately so we can work out a solution.

Per Mississippi Law, a detailed statement and return of your security deposit (check) will be mailed to you within 45 days if you have provided a forwarding address OR available at our office. We have to have the bank statement back from August in order to reconcile any damages or expense costs.

Oxford Rental Properties, LLC
P.O. Box 1597
Oxford, MS 38655
office@oxfordrentalproperties.com.
662-832-1474

Example

JOINT AND SEVERAL SECURITY DEPOSIT AGREEMENT

DATE: 19th day of January, 2021

RECEIVED FROM:

Security and Damage Deposit of

for a total deposit of \$ _____, (of which \$300.00 per Tenant is Non-Refundable,); PLUS a Non-Refundable Pet FEE of \$ _____ (Does not apply to Damages), paid by Cash ___ or Check for the Lease of house located at 3 CR 356 in Oxford, Lafayette County, Mississippi.

THIS IS NOT A RENT RECEIPT AND THE UNDERSIGNED AGREE(S) THAT SAID DEPOSITS, EITHER IN FULL OR IN PART, **MAY NOT BE APPLIED AS RENT BY THE TENANT AND MAY ONLY BE DONE BY THE LANDLORD IN THE LANDLORD'S SOLE AND ABSOLUTE DISCRETION.** THE UNDERSIGNED FURTHER AGREE(S) TO PAY THE FULL MONTHLY RENT FOR THE ABOVE-DESIGNATED PREMISES ON THE FIRST DAY OF EVERY MONTH OF THE TERM OF THE LEASE, INCLUDING THE LAST MONTH. TENANT(S) FURTHER ACKNOWLEDGE, INDIVIDUALLY AND COLLECTIVELY THAT THE SUM TOTAL OF ALL SECURITY DEPOSITS COLLECTED FOR THE TENANT AND TENANT'S ROOMMATES UNDER THE LEASE ARE **JOINT AND SEVERAL** AND MAY BE APPLIED TO SECURE THE PAYMENT OF ANY SUMS DUE HEREUNDER, ADDITIONAL RENT, DAMAGES, LATE FEES, FINES, PENALTIES, AND INDEMNIFICATION OF COSTS INCURRED BY LANDLORD DUE TO TENANT'S FAILURE TO FOLLOW THE LEASE OR APPLICABLE LAWS AND ORDINANCES REGARDLESS OF ULTIMATE LIABILITY.

LANDLORD WILL RETAIN, IN ALL INSTANCES, REGARDLESS OF ACTUAL CLEANLINESS OR DAMAGE, \$300.00 OF THE SECURITY AND DAMAGE DEPOSIT FOR CLEANING, CARPET STEAMING, AND LIGHTBULB REPLACEMENT.

RELEASE AND REFUND OF THE DEPOSIT MONEY HEREBY POSTED WITH THE LANDLORD IS SUBJECT TO THE FOLLOWING:

1. Full term of lease has expired. In the event Tenant(s) vacates the leased premises or turns off utilities prior to the expiration of said lease term, the Landlord may declare the entire deposit forfeited.
2. No damage beyond normal wear and tear has occurred to the premises.
3. The leased premises are left in broom clean and in a rentable condition *i.e.* no personal items or effects, all food removed from refrigerator and all garbage placed on the street. At a minimum and in all instances, Landlord will deduct \$300.00 per Tenant for regular cleaning fee, carpet steam cleaning fee. In addition, Landlord will deduct any other damages, any unreimbursed maintenance charges, late fees, Additional Rent or other fees as outlined in the lease from every Security Deposit at the end of the term. A copy of the Move Out Procedures, Unit Standards, as well as standard damage charges can be found on the website at www.oxfordrentalproperties.com.
4. No stickers, glue-on picture hangers, large scratches or holes or other blemishes are in or on the walls (allowance for small nail holes only). Damage caused by wall mounted TV systems or shelving that is installed must be replaced and repaired to original condition. The window screens and screen porches are free from tears, holes, or other damage.
5. No noticeable indentation or tears in resilient flooring and no broken tiles or countertops in the Unit.

6. The floors must be without stains, scratches, odor from pets or other soils, and in general, undamaged. Wood flooring must be covered by carpet or rugs by at least 70% and must not be scratched, gouged, stained, or otherwise damaged.
7. The plumbing in and on the leased premises must not have been damaged from failure of the Tenant(s) to comply with the terms of the Cold Weather Instructions and further must not have been clogged or stopped up from the following having been put into the sewer/drain system: feminine hygiene products, paper products or any kind (excepting toilet paper), grease or cooking oils, pieces of plastic or metal, or any other item, not named, which caused the sewer/drain line(s) to become clogged.
8. No delinquent rent, fines, utility charges, Additional Rent, unpaid late fees or other unpaid charges are outstanding.
9. All keys to said leased premises have been tendered to the Landlord on the date the Tenant(s) vacates said Unit or on the date of expiration of the Lease term, whichever comes first. In the event the Tenant(s) change the door lock(s) without the written permission of the Landlord or fail at Move Out to turn in the original keys provided by Landlord at Move In, then Tenant(s) agrees to pay Landlord penalty of \$50.00 per door.
10. The oven and the stove must be cleaned. After the refrigerator has been cleaned and ALL food removed, the refrigerator breaker switch should be turned to the off position and the refrigerator door left open so as not to cause mildew. Please be advised that leaving certain food in a refrigerator without the power on could cause a total loss and replacement of the refrigerator.
11. Tenants must change their air filters monthly. If Landlord discovers air filters over 45 days old then tenants will be subject to a \$50.00 fine for the first occurrence, and \$100 for each subsequent occurrence. Failure to change air filters could further result in long term damage to HVAC system or growth of mildew and mold. Any HVAC repairs deemed by the HVAC technician to be caused by dirty filters or negligence by the Tenant(s) shall be the financial responsibility of the Tenant(s)
12. Payment of any Nonrefundable fees or deposits including, but not limited to any Pet Fees, Cleaning Fees i.e. \$300.00 per Tenant cleaning fee.

IN THE EVENT THE UNDERSIGNED DOES NOT ACCEPT OR DOES NOT TAKE OCCUPANCY OF THE ASSIGNED DWELLING UNIT THEN TENANT SHALL NOT BE RELIEVED OF THE FINANCIAL OBLIGATIONS REQUIRED HEREIN AND LANDLORD RESERVES ANY RIGHTS AND REMEDIES AVAILABLE IN LAW OR EQUITY IN ADDITION TO THE FORFEITURE OF THE DEPOSIT.

BY SIGNING THIS SECURITY DEPOSIT AGREEMENT, THE TENANT(S) REPRESENTS AND ACKNOWLEDGES THAT THE PROPERTY WILL BE RENTED "AS IS" BUT IN THE SAME CONDITION AS AT THE TIME OF LEASE SIGNING. Landlord has made no other promises or inducements to Tenant(s) as to changes or repairs to the Leased Premises other than as indicated on the below.

The Tenant understands that the rental premises is to be returned to the Lessor upon the termination of the lease in the same condition as it was at the beginning of the lease period (normal wear and tear excepted). If the rental premise is not in the same condition upon vacating the premises, the Tenant understands that the Lessor must be compensated for all the costs and expenses incurred in making the unit ready for a new rental and immediate occupancy by the next resident. Since the cost of certain cleaning tasks are difficult to measure, in order to eliminate potential disputes concerning those items, Tenant acknowledges that the following charges may be

imposed for the following repair and cleaning tasks, and the Tenant understands that if they cause these charges to be incurred then the "Minimum Charges" will be deducted from the joint and several security deposit as follows:

- Parking in the Grass (Tenant or Guest)-----\$50.00 per
- Oven or Refrigerator cleaning (when dirty, spills or smells)-----\$60.00
- Refrigerator door replacement (Dented or Damaged)-----\$250.00-600.00
- Removal of trash or small items from the house-----\$75.00
- Removal of large items from house i.e. couches, chairs, desks-----\$125.00
- Failure to leave premises "broom clean"(This is a surcharge in addition to the \$125.00 deducted per Tenant for cleaning at the end of the Lease)-----\$100.00
- Mold or Mildew in shower/tub-----\$75.00
- Repainting due to smoke inside house (Photographic evidence of smoking inside house will trigger this fee i.e. Ash trays, bong, etc.)-----greater of actual cost or \$750.00 3 BR/\$1,000.00 4 BR
- Cigarette Butts in Yard or porches-----\$25.00 per hour/\$50.00 Min.
- Failure to Turn in Keys (Assessed to Tenant that does not return)-----\$50.00 per ext. lock
- AC Filter over 45 days old (First Time)-----\$50.00 per filter
- AC Filter over 45 days old (Subsequent Occurrence)-----\$100.00 per filter
- Rug stains that cannot be removed with steam cleaning-----\$85.00
- Counter top burns-----\$125.00
- Repainting walls (per wall, unless damage noted on Move In Condition Form, please do not uses tape or strips that will tear the paint/sheetrock)-----\$45.00
- Holes in sheetrock larger than a hanging nail -----\$45.00
- Broken Blinds (If supplied by Landlord)-----\$70.00 per
- Failure to replace light bulbs at end of the Lease (Labor and Material)-----\$70.00
- Garbage disposal replacement-----\$175.00
- Satellite dish (disposal of post and dish)(not allowed without written permission)-----\$45.00
- Failure to Follow Cold Weather Instructions-----\$100.00
- Improper Use of Plumbing or Disposal-----\$100.00

Please note that you are expected to leave the premises "broom clean" at the end of your lease. Regardless of whether you clean it or have a professional clean it, we will send a professional cleaning crew and steam cleaning company to each residence. This is why each tenant pays a \$300.00 non-refundable fee as part of the Security and Damages Deposit. If more damage or cleaning is required then these above Minimum Fees will be incurred and damage is in excess of the total amount held then we will require payment for the actual costs of said repairs or cleaning, pursuant to your Lease. The cleaning fee will still be deducted regardless of the condition the property has been left in upon move out and is a "minimum charge."

Tenant acknowledges that Tenant has the burden of proof as to damage, deductions, etc and the Landlord shall perform repairs and cleaning in its sole and absolute discretion. Landlord shall have no obligation to take pictures, or document repairs other than providing an itemized list of deductions and when applicable an individual invoice.

Signature page to follow:

Drop Box

