

83.575 AS AMENDED Termination of tenancy with specific duration.--

Tenants: _____
Property: _____

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- (1) A rental agreement with a specific duration may contain a provision requiring the tenant to notify the landlord before vacating the premises at the end of the rental agreement; however, a rental agreement may not require more than 60 days' notice before vacating the premises.
- (2) A rental agreement with a specific duration may provide that if a tenant fails to give the required notice before vacating the premises at the end of the rental agreement, the tenant may be liable for liquidated damages as specified in the rental agreement if the landlord provides written notice to the tenant specifying the tenant's obligations under the notification provision contained in the lease and the date the rental agreement is terminated. The landlord must provide such written notice to the tenant within 15 days before the start of the notification period contained in the lease. The written notice shall list all fees, penalties, and other charges applicable to the tenant under this subsection.
- (3) If the tenant remains on the premises with the permission of the landlord after the rental agreement has terminated and fails to give notice required under s. 83.57 the tenant is liable to the landlord for an additional 1 month's rent.

Excerpt From Lease Agreement

INTENT TO VACATE: Tenant shall give Owner or Agent for Owner written notice of intent to vacate the premises thirty (30) days prior to the end of the rental term (legal 30 day notice for vacating on the last day of April 2004, for example, would have to have been delivered prior to the last day of March 2004, not April 1st or later). Failure to do so will entitle Owner or Agent for Owner to liquidate and retain the security deposit. All parties hereto agree that termination of this Agreement by the Tenant prior ____/____/____ and failure on the part of the Tenant(s) to honor that date will constitute breach of tenancy as agreed above, and all deposits, including the last month's rent shall be forfeited in favor of the Owner or Agent for Owner. In addition the Tenant shall remain liable for any physical damage suffered to the Subject Property during the terms of his/her possession as specified in the Rental Agreement and shall also be liable for any unpaid rent during the full terms of this Rental Agreement. Further, Tenant shall provide the Owner or Agent for Owner notice of his/her desire/intent to exercise the extension option as herein stated or to renew the Agreement in writing at least thirty (30) days prior to the expiration of this Agreement. It is further understood that the Owner or Agent for Owner shall not be liable or responsible for storage or disposition of any personal property that might remain in or around the premises after they have been vacated or otherwise abandoned. Owner or Agent for Owner may dispose of all such personal property in any manner they shall deem proper and is hereby relieved of all liability for doing so.

Notice Required 31 to 45 Days Prior To Notice Period

According to your lease, you are required to give us 30 days notice in writing if you are vacating the premise at the end of your lease term. Failure to give us this notice in writing will result in complete forfeiture of your Security Deposit and you will owe us an additional month's rent.

Tenant: _____ Date: _____ Tenant: _____ Date: _____

Tenant: _____ Date: _____ Witness: _____