



Asset #: \_\_\_\_\_

## Agreement to Vacate Premises

This Agreement to Vacate Premises ("Agreement") is made this \_\_\_<sup>0</sup> day of \_\_\_Month\_\_\_, 20<sup>11</sup>, by and between Federal Home Loan Mortgage Corporation "FreddieMac", herein referred to as Owner, and \_\_\_\_\_, herein referred to as Occupant.

### WITNESSETH:

For good and valuable consideration the covenants and agreements herein expressed, Occupant agrees to vacate the premises located at: \_\_\_\_\_<sup>GA 00000</sup>,  
(street) (city) (state) (zip)  
upon the terms and conditions herein set forth.

### 1. Agreement to Vacate/Relocation Assistance

Occupant covenants and agrees to voluntarily vacate the premises by this date, 00/00, 20<sup>11</sup>. In exchange for the voluntary surrender of possession of the premises by Occupant, Owner agrees to pay Occupant the sum of \_\_\_\_\_  
Some Thousand Some Hundred dollars (\$ \_\_\_\_\_), herein referred to as the "Relocation Assistance."

### 2. Inspection and Condition of the Premises

On this date, 00/00, 20<sup>11</sup>, Owner shall make a final inspection of the premises. If Occupant has returned all keys and left the premises (including all fixtures, facilities, and appliances) in the same condition as when the premises were initially occupied by Occupant, ordinary wear and tear excepted, then Owner shall pay Occupant the full amount of the Relocation Assistance on this date, 00/00, 20<sup>11</sup>.

### 3. Liability for Personal or Property Damage

Occupant shall not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises (including fixtures, facilities, and appliances) or permit any persons to do so whether known by the Occupant or not, and Occupant shall be responsible for any damage caused by his failure to comply with this requirement. All persons and personal property in or on said property shall be at the sole risk and responsibility of Occupant. Owner shall not be liable for any injury or damage whatsoever to the person or property of Occupant or any person or entity in or on said property. Occupant hereby expressly and without reservation covenants and agrees to indemnify and hold Owner and Owner's Agents and Employees harmless in all such matters.

### 4. Default

In the event Owner determines that damage to the premises has occurred, which was caused by the willful acts, acts of omission, or the negligence of Occupant, Owner shall deduct the costs of the repairs from the amount of the Relocation Assistance. In the event the costs of the repairs exceeds the amount of the Relocation Assistance, Occupant shall be personally liable for all repair costs which exceed the amount of the Relocation Assistance. In the event Occupant fails to vacate the premises prior to the expiration of the term of the Agreement, Occupant forfeits any right to receive the Relocation Assistance or any portion thereof and Owner shall continue eviction proceedings against Occupant. Owner shall be entitled to avail itself of all other rights and remedies to which it may be entitled, either at law or equity, and Owner shall also be entitled to recover reasonable attorney's fees, eviction expenses, court costs, and any other costs allowed by law.

**5. Prior Lease**

In the event Occupant is currently in possession of the premises as a result of a prior lease agreement between Owner and Occupant, Occupant agrees to continue to be bound during the term of this Agreement by all conditions, restrictions, and covenants contained in the prior lease agreement. Any default under the terms of any prior lease agreement between Owner and Occupant shall also constitute a default under this Agreement. In the event there is a conflict between the provisions set forth in any prior lease agreement and the provision of this Agreement, the provisions of this Agreement shall prevail.

**6. Severability/Unenforceability**

All individual provisions, paragraphs, sentences, clauses, sections, and words in this Agreement shall be severable and if any one or more such provisions, paragraphs, sentences, clauses, sections or words are determined by any court, administrative body, or tribunal, having proper jurisdiction, to be in any way unenforceable, or to be in any way violative of or in conflict with any law of any applicable jurisdiction, such determination shall have no effect whatsoever on any of the remaining paragraphs, provisions, clauses, sections, or words of this Agreement.

This Agreement constitutes the entire agreement between the parties concerning the subject matter contained herein, and no modification or addition to it shall be binding unless signed by the parties hereto. The covenants and conditions herein contained shall apply to and bind the parties hereto and their heirs, executors, administrators, legal and personal representatives, successors, and assigns. All covenants are to be construed as conditions of this Agreement. Where the context so requires, the singular shall include the plural, the plural the singular, and the use of any gender shall include all other genders.

**In witness whereof**, the parties have executed this Agreement on the day and year first above written.

**Owner:**

By: \_\_\_\_\_  
(signature)  
\_\_\_\_\_  
(typed full name)

**Occupant:**

1. \_\_\_\_\_  
(signature)  
\_\_\_\_\_  
(typed full name)  
3. \_\_\_\_\_  
(signature)  
\_\_\_\_\_  
(typed full name)

**Occupant:**

2. \_\_\_\_\_  
(signature)  
\_\_\_\_\_  
(typed full name)  
4. \_\_\_\_\_  
(signature)  
\_\_\_\_\_  
(typed full name)

**HomeSteps Address:  
5000 Plano Parkway • Carrollton, TX • 75010 • 972-395-4000**