Voluntary Move Out Agreement.

This AGREEMENT	is made and executed thisday of
	at Santa Monica, California, by and between
owner	(hereinafter referred to as "HOUSING
PROVIDER"), and Tenant	(hereinaf
ter collectively referred to	as "Tenant") concerning the apartment located at
	Santa Monica, California, 90405
(hereinafter referred to as	the "premises").
NOW, THEREFORE	, IT IS HEREBY AGREED BY AND BETWEEN
THE PARTIES HERETO	AS FOLLOWS:
1 . Tenant has agree	ed to vacate the premises and is signing this
and the second of the second o	

- agreement to that end.
- 2. Tenant agrees to vacate the premises on or before ___ (hereinafter referred to as the "Move Out Date" and leave the premises in a clean condition with no damage to the premises, reasonable wear and tear excepted, with no one else left at the premises.
- 3. Tenant shall deliver possession of the premises to Housing Provider by giving the keys (and garage door openers) to the premises to Housing Provider.
- 4. Tenant agrees not to sublet or assign their tenancy interest in the premises at any time through expiration of their existing tenancy and acknowledges that any attempted subletting or assignment is void.
- 5. Tenant represents that there have not been and are not now any other persons residing with they at the premises who have not also signed this agreement.
- 6. Tenant shall deliver to Housing Provider upon signing this agreement, Tenant's Notice of Voluntary Termination (a copy of which is attached hereto as Exhibit A and incorporated herein).
- 7. Tenant hereby agrees that there are no defenses to Tenant leaving the premises on or before the Move Out Date, and that if there are any defenses, or any defenses arise after the signing of this agreement, that Tenant will waive those defenses, and agrees not to rely upon those defenses if there is an action brought to enforce this agreement by HP to regain possession.
- 8. This Agreement along with the attached Exhibit A may not be modified or amended orally, but only by an Agreement in writing signed by the parties to be charged herewith.
- 9. Except for the promises and obligations contained in this agreement and the attached Notice (Exhibit A), Landlord and Tenant hereby

release and forever discharge each other from:

- (a) any claim for money damages arising out of the underlying facts of the occupancy and the Notice of vacate, and the eviction in general; and
- (b) all costs, attorney's fees, and other damages incurred through Move Out Date.
- (c) Any and all claims, debts, accounts, reckonings, liabilities, obligations, actions and causes of action of every kind and nature whatsoever, whether suspected or unsuspected, known or unknown, both past and present, that either party may have now, or may have owned or held, whether or not arising out of, or in any way relating to any of the claims, facts, theories, defenses and/or causes of action that could have been alleged or raised as a defense or counterclaim to the

 _______. This release applies to and includes as waived, any claim that either party may have held or now holds against the other for fraud, failure to disclose, negligence, gross negligence, intentional tort or breach of contract (except of course, for the promises contained in this agreement).
- 10 . Landlord and Tenant acknowledge that they are familiar with the provisions of California Civil Code §1542, and to the extent said section may be applicable to this Agreement, waive said section to the full extent permitted by law. Said section states:
- "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

The parties, being aware of the aforesaid code section, herby expressly waive any rights they have thereunder, as well as under any other statutes or common law principles of similar effect.

- 11. Each of the parties hereto acknowledges either (1) that the terms of this Agreement have been explained to them by their respective counsel and that they execute this Agreement in reliance upon advice of their respective counsel, or (2) that they have been given the opportunity to consult an attorney and have decided not to do so; and warrant that they will not at a later time attempt to set this Agreement aside because they were not represented by an attorney.
- 12 . This Agreement, including the releases contained herein, shall be binding upon and shall be for the benefit of each of the parties hereto, for _______, for each of their respective family members, spouses, partners, co-owners of the property, agents, employees,

managers of the building, attorneys, heirs, successors in interest, assigns, successor in interest corporations, and any and all persons acting in concert with HP.

- 13 . HPs and Tenants hereby represent to each other that none of the claims released hereby have been assigned to any other person or entity, and hereby agree to indemnify and hold each other harmless in the event that this representation is incorrect.
- 14 . All parties here below signed hereby acknowledge receiving a copy of this Agreement.
- 15 . This Agreement is a settlement of disputed claims, liability for which has been denied. This Agreement is not to be construed as an admission of liability of any kind or nature whatsoever by any person or entity released hereby, since liability is expressly denied.
- 16 . The fact that the parties have settled, this Settlement Agreement, its terms and conditions, including but not limited to, the amounts paid shall be kept confidential and no party hereto shall mention or discuss any of the above with any other person except his or her attorney within the scope of that attorney's representation of said party.
- 17 . This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement which shall be binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterpart.
- 18 . Incorporation of prior agreements. This agreement covers in full each and every agreement of every kind between the parties hereto concerning the premises. All preliminary negotiations and agreements of whatever kind with respect to the premises, except those contained herein, are superseded and are of no further force or effect. Each party hereto expressly agrees that no representations or promises have been made by any party hereto other than those contained in this agreement. No verbal agreements or implied covenants shall be held to vary the provisions hereof. No provision of this agreement may be amended or added to without a writing signed by the parties thereto.

Housing Provider		
_		
TENANT -	 	

EXHIBIT A

TENANT'S NOTICE OF VOLUNTARY VACATING APARTMENT

The tenant at	, Santa Monica, California, 90405,
Santa Monica, hereby gives Tena	nt's irrevocable notice to Housing Provider, referenced apartment on or before
. ,	(The Move Out Date) and hereby t and/or claim to possession as of that nen of the date that Tenant moves out.
This Notice is irrevocable and ma	ade for consideration.
Tenant understands and agrees t	
Out Date;	er claim to the apartment after the Move
•	ssion to owner by giving owner or owners
agent the keys to the apartment.	polon to ewher by giving ewher or ewhere
• • • • • • • • • • • • • • • • • • • •	ow away any personal possessions left at
the premises or property after Ter	nant vacates.
	ice pursuant to Code Civil Procedure Sec-
tion 1161 (5) and Civil Code 1946) .
	<u> </u>
TENANT -	
Said Notice is hereby received ar	nd accepted;
Housing Provider:	