**AGREEMENT TO VACATE, ASSIGNMENT AND RELEASE OF CLAIMS**

This Agreement is made this \_\_\_\_\_ day of October 2024, by and between The Thomas Winfield Scott Revocable Trust and the Mary Lusby Scott Revocable Trust  (“Landlord”) and St. John’s Community Services, District of Columbia (“Tenant”). The parties to the Agreement hereby represent and warrant as follows:

RECITALS

WHEREAS Landlord is the owner of real property located at 6424 7th Street NW Washington DC 20012 (“The Property”); and

WHEREAS the Tenant the tenant and sole occupant at the Property pursuant to a lease agreement dated 1/4/2022 (“the Lease”); and

WHEREAS Tenant has given notice to Landlord of his intent to vacate the Property; and

WHEREAS the Parties have agreed to terminate the Lease and release any claims which exist, or may in the future be claimed by either Party against the other arising from, or in connection with the tenancy and Tenant’s occupation of the Property; and

WHEREAS, the Parties wish to set forth their Agreement and be legally bound by the terms herein,

NOW, THEREFORE, in consideration of and reliance on the payment, covenants, conditions, warrants, and releases, set forth herein, and the recitals set forth above which are made a part of this Agreement, the Parties hereby agree as follows:

1. Tenant and all others claiming by and through him, agrees to quit, vacate, and surrender possession of the Property on or before January 1, 2024. Time is of the essence. Tenant shall leave the Property in broom swept clean condition, free of all personal property, trash, and debris. All fixtures, appliances and cabinets shall remain in the Property. Tenant shall surrender all keys to the Property to the Landlord’s authorized agent or assignee as of the vacate date. Turning over of the keys shall be deemed the date and time of vacating.
2. In consideration of Tenant vacating the Property timely, Landlord agrees to return the full security deposit ($2,350) plus interest to Tenant upon vacating, plus an additional one month’s rent, based on the timely performance of Tenant hereunder and the assignment and releases provided herein.
3. Tenant hereby forever waives any rights or claims that he has under the current law regarding his tenancy or occupancy of the Property, including any tenant right to purchase the Property which may exist or may arise in the future. Tenant hereby irrevocably assigns any such rights that he has, or may ever have, to Landlord.
4. In the event that Tenant fails timely to vacate the Property, Landlord or Landlord’s agent or assignee may seek to enforce this Agreement through the processes available at Superior Court of the District of Columbia. Further should Tenant fail to vacate the Property as provided herein, he shall be responsible for the rent or carrying costs set forth in the Lease and shall be required to refund to Landlord any amount received pursuant to Paragraph 2.
5. TENANT EXPRESSLY ACKNOWLEDGES THAT HIS EXECUTION OF THIS AGREEMENT IS INTENDED AS AN IRREVOCABLE AND LEGALLY BINDING NOTICE TO VACATE, ASSIGNMENT OF RIGHTS AND RELEASE, WHICH IS BEING RELIED UPON BY LANDLORD AND THAT LANDLORD’S AGENTS, OR ASSIGNEES SHALL BE ENTITLED TO RECOVER POSSESSION OF THE PROPERTY FROM TENANT IF HE FAILS TO VACATE THE PREMISES BY January 1, 2024 FOR ANY REASON AND REGARDLESS OF ANY OTHER RIGHTS WHICH MAY BE AFFORDED TO HIM UNDER APPLICABLE LAW. TENANT EXPRESSLY WAIVES ANY NOTICE TO QUIT WHICH MAY BE REQUIRED BY APPLICABLE LAW, AND FURTHER EXPRESSLY WAIVES ANY DEFENSE TO LANDLORD’S COMPLAINT FOR POSSESSION OF THE PROPERTY BASED ON TENANT’S FAILURE TO VACATE AS PROVIDED IN THIS AGREEMENT.
6. Tenant hereby further certifies that he is the sole occupant of the Property. Tenant also certifies that he will not assign or sublet any of his occupancy rights with respect to the Property and is not aware of any party which has any other claim, right or interest in or to the Property either as a roommate, sub-tenant, sub-landlord, sub lessee or otherwise. Tenant shall indemnify Landlord, and Landlord’s agents, and assignees against any loss due a breach of this representation.
7. Except as expressly set forth herein, and based on Tenant’s timely vacating the Property, Landlord and Tenant each agree to release each other from all claims of any nature, known or unknown, from the beginning of the tenancy through the date of Tenant’s vacating, arising from, or related to the tenancy, including, but not limited to, and any claim for rent, damages, claims regarding condition of the property, claims based on the lease, or statutory rights of tenants to purchase property, to obtain documentation, or otherwise as provided by law.
8. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any and all prior negotiations, agreements and undertakings. This Agreement may not be modified except by the written agreement of the parties hereto. The terms and conditions of this Agreement shall be binding upon the parties hereto and their respective heirs, successors, assigns and legal representatives. This Agreement shall be governed by the laws of the District of Columbia.

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Landlord Date

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Tenant Date