

## LEASE TERMINATION AGREEMENT

This Lease Termination Agreement ("Agreement") is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the undersigned parties, who are the Landlord and Tenant(s) under the Lease Agreement referenced herein.

### I. PARTIES

**The Landlord:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**City:** \_\_\_\_\_

**State:** \_\_\_\_\_

**Zip Code:** \_\_\_\_\_

The Tenant(s): \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**City:** \_\_\_\_\_

**State:** \_\_\_\_\_

**Zip Code:** \_\_\_\_\_

### II. ORIGINAL LEASE AGREEMENT

This Agreement pertains to that certain Lease Agreement (the "Original Lease") entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, for the premises located at:

**Street Address:** \_\_\_\_\_

**Unit Number (if applicable):** \_\_\_\_\_

**City:** \_\_\_\_\_

**State:** \_\_\_\_\_

**Zip Code:** \_\_\_\_\_

(the "Premises"). The Original Lease was for a term commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, and scheduled to expire on the \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_, 20\_\_\_\_\_.

### **III. MUTUAL AGREEMENT TO TERMINATE**

Notwithstanding any provision in the Original Lease to the contrary, the Landlord and Tenant(s) hereby mutually agree to terminate the Original Lease early, effective as of the date specified below (the "Termination Date").

### **IV. TERMINATION DATE**

The Original Lease shall be terminated, and all rights and obligations of the parties thereunder, except as expressly provided in this Agreement, shall cease as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
\_\_\_\_\_.

### **V. TERMINATION FEE AND CONSIDERATION**

In consideration for the early termination of the Original Lease, the Tenant(s) agree to pay the Landlord a termination fee in the amount of \$\_\_\_\_\_. This termination fee shall be due and payable on or before the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

### **VI. RENT AND UTILITIES**

The Tenant(s) shall be responsible for the payment of all rent, utilities, and other charges as stipulated in the Original Lease up to and including the Termination Date. Any rent or charges paid for periods after the Termination Date shall be refunded to the Tenant(s) within \_\_\_\_\_ ( \_\_\_\_\_ ) days following the Termination Date, subject to any deductions permitted by this Agreement or applicable law.

### **VII. SECURITY DEPOSIT**

The security deposit paid by the Tenant(s) under the Original Lease, in the amount of \$\_\_\_\_\_, shall be returned to the Tenant(s) in accordance with the terms of the Original Lease and the laws of the State of \_\_\_\_\_. The Landlord shall inspect the Premises after the Tenant(s) vacate and may deduct from the security deposit any amounts for damages beyond normal wear and tear, unpaid rent, or other sums due under the Original Lease or this Agreement. The remaining balance of the security deposit, if any, shall be returned to the Tenant(s) at the forwarding address provided below within the timeframe required by state law, typically within

\_\_\_\_\_ ( \_\_\_\_\_ ) days after the Termination Date and vacation of the Premises.

**Forwarding Address for Security Deposit Return: Street Address:**

\_\_\_\_\_

**City:** \_\_\_\_\_

**State:** \_\_\_\_\_

**Zip Code:** \_\_\_\_\_

**VIII. CONDITION OF PREMISES**

The Tenant(s) agree to surrender the Premises to the Landlord on or before the Termination Date in a clean, broom-swept condition, free of trash and debris, and in substantially the same condition as received at the commencement of the Original Lease, reasonable wear and tear excepted. The Tenant(s) shall remove all personal property from the Premises by the Termination Date. Any personal property remaining on the Premises after the Termination Date shall be deemed abandoned and may be disposed of by the Landlord in accordance with applicable law, with the cost of disposal charged to the Tenant(s).

**IX. RELEASE OF LIABILITY**

Upon the full and timely performance by the Tenant(s) of all obligations set forth in this Agreement, and the Landlord's acceptance of the Premises, both the Landlord and the Tenant(s) hereby release and discharge each other from any and all further duties, obligations, claims, demands, and liabilities arising under or in connection with the Original Lease, except for those obligations that expressly survive the termination of the Original Lease or are created by this Agreement.

**X. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of

\_\_\_\_\_ .

**XI. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Landlord and Tenant(s) regarding the early termination of the Original Lease and supersedes all prior discussions, negotiations, and agreements, whether oral or written, relating thereto. No modification of this Agreement shall be effective unless in writing and signed by both the Landlord and Tenant(s).

## **XII. ACKNOWLEDGMENT**

The parties acknowledge that they have read and understand this Agreement and voluntarily agree to its terms.

### **LANDLORD**

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

**Address:** \_\_\_\_\_

### **TENANT(S)**

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

**Address:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

**Address:** \_\_\_\_\_