

CASH FOR KEYS AGREEMENT

This Cash for Keys Agreement ("Agreement") is entered into on this _____ day of _____, 20_____, by and between:

I. PARTIES

Landlord: _____

Street Address: _____

City: _____ **State:** _____ **Zip Code:** _____

and

Tenant(s):

Street Address: _____

City: _____ **State:** _____ **Zip Code:**

(collectively, the "Parties").

II. RECITALS

A. The Landlord is the owner of the real property located at: Street Address:

Unit Number (if applicable): _____

City: _____ **State:** _____ **Zip Code:**

(the "Premises").

B. The Tenant(s) currently occupy the Premises pursuant to a lease agreement dated the _____ day of _____, 20_____, (the "Lease Agreement").

C. The Parties desire to terminate the Lease Agreement and the tenancy of the Tenant(s) at the Premises by mutual agreement, in exchange for a monetary payment from the Landlord to the Tenant(s), and to avoid formal eviction proceedings.

III. AGREEMENT TO VACATE

The Tenant(s) hereby agree to voluntarily vacate the Premises and surrender possession thereof to the Landlord, free of all occupants and personal property, no later than 5:00 PM on the _____ day of _____, 20 _____ (the "Vacate Date").

IV. PAYMENT TO TENANT(S)

In consideration for the Tenant(s)' agreement to vacate the Premises by the Vacate Date and to comply with all other terms of this Agreement, the Landlord agrees to pay the Tenant(s) the sum of _____ Dollars (\$ _____) (the "Payment").

The Payment shall be made to the Tenant(s) by _____ [e.g., certified check, money order, electronic transfer] on the Vacate Date, provided that the Tenant(s) have fully complied with all terms of this Agreement, including vacating the Premises and returning all keys as required.

V. CONDITION OF PREMISES

The Tenant(s) agree to leave the Premises in a clean, broom-swept condition, free of all trash, debris, and personal property belonging to the Tenant(s) or any other occupant. The Tenant(s) shall remove all personal property from the Premises by the Vacate Date. Any personal property remaining on the Premises after the Vacate Date shall be deemed abandoned by the Tenant(s) and may be disposed of by the Landlord in accordance with applicable law, without further notice or liability to the Tenant(s).

VI. RETURN OF KEYS

On the Vacate Date, the Tenant(s) shall return all keys, access cards, garage door openers, and any other access devices for the Premises to the Landlord or the Landlord's authorized agent.

VII. MUTUAL RELEASE AND WAIVER

Upon full execution of this Agreement and the Landlord's tender of the Payment to the Tenant(s), the Landlord and the Tenant(s) hereby mutually release and forever discharge each other, and their respective

heirs, executors, administrators, agents, employees, successors, and assigns, from any and all claims, demands, damages, actions, causes of action, or liabilities of any kind whatsoever, whether known or unknown, suspected or unsuspected, arising out of or in any way related to the Lease Agreement, the tenancy at the Premises, or any events occurring prior to the Vacate Date, including but not limited to claims for unpaid rent, property damage (except as provided herein), security deposit disputes, or eviction proceedings.

This release specifically excludes any obligations created by this Agreement, which shall remain in full force and effect.

VIII. NO ADMISSION OF LIABILITY

This Agreement is entered into solely for the purpose of amicably terminating the tenancy and avoiding potential disputes and litigation. It shall not be construed as an admission of liability or wrongdoing by either Party.

IX. SECURITY DEPOSIT

The Parties agree that the security deposit held by the Landlord in the amount of \$ _____ shall be handled as follows: _____

X. OUTSTANDING RENT AND CHARGES

The Parties agree that any outstanding rent, utilities, or other charges owed by the Tenant(s) to the Landlord as of the Vacate Date shall be handled as follows: _____

XI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, and agreements, whether oral or written.

XII. MODIFICATION

No modification or amendment of this Agreement shall be effective unless made in writing and signed by both Parties.

XIII. GOVERNING LAW

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

XIV. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.

XV. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

XVI. WAIVER

The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or the right to enforce it thereafter.

XVII. HEADINGS

The headings used in this Agreement are for convenience only and shall not affect the interpretation of the provisions herein.

XVIII. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

XIX. ATTORNEY'S FEES

In the event of any legal action or proceeding arising out of this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

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: _____