

EARLY TERMINATION OF LEASE AGREEMENT

Location: _____ Effective Date: _____

Parties:

Landlord Name: _____

Landlord Address: _____

Tenant Name: _____

Tenant Address: _____

Premises:

Address/Description of Leased Property: _____

Recitals

WHEREAS, Landlord and Tenant entered into a Lease Agreement (the "Lease") concerning the Premises identified above; and WHEREAS, the Parties desire to terminate the Lease prior to its original expiration date upon the terms and conditions set forth herein.

1. Early Termination

The Parties hereby agree to terminate the Lease effective as of the Effective Date stated above. From and after such date, the Lease shall be of no further force or effect, except as specifically set forth herein.

2. Termination Payment

Tenant agrees to pay Landlord a termination fee in the amount of \$_____ (the "Termination Payment"). This payment is due on or before the Effective Date and shall be paid by cashier's check, wire transfer, or other immediately available funds.

3. Surrender of Possession

Tenant shall vacate and surrender possession of the Premises to Landlord on or before the Effective Date, in broom-clean condition and free of all Tenant's property and debris. Tenant shall remove all of Tenant's personal property and repair any damage caused by such removal.

4. Release and Waiver

Upon payment of the Termination Payment and surrender of the Premises, Landlord releases Tenant from all obligations under the Lease accruing after the Effective Date. Tenant releases Landlord from any claims related to the Lease or Premises arising prior to or after the Effective Date, except for obligations arising under this Agreement.

5. Security Deposit

Any security deposit held by Landlord under the Lease shall be handled pursuant to the terms of the Lease and applicable law. Parties agree to cooperate in accounting and returning the security deposit within the timeframe required by law.

6. Representations and Warranties

Each Party represents and warrants that it has the full right, power, and authority to enter into and perform this Agreement; that the execution of this Agreement has been duly authorized; and that this Agreement constitutes the valid and binding obligation of such Party.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State where the Premises are located, without regard to conflict of law principles.

8. Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding the subject matter hereof and supersedes all prior negotiations, agreements, or representations, whether written or oral.

9. Amendments

Any amendments or modifications to this Agreement must be in writing and signed by both Parties.

10. Counterparts

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

11. Notices

All notices required or permitted under this Agreement shall be in writing and delivered by hand, certified mail return receipt requested, nationally recognized overnight courier, or electronic means capable of confirming receipt, to the addresses set forth above or such other address as either Party may designate.

12. No Admission of Liability

Neither this Agreement nor anything herein shall be construed as an admission of liability or wrongdoing by either Party.

13. Further Assurances

Each Party agrees to execute and deliver any documents and take any further actions reasonably necessary to effectuate the purposes of this Agreement.

14. Severability

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

15. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

16. Tenant Obligations Prior to Termination

Tenant shall remain responsible for all Lease obligations, including rent and utilities, up to and including the Effective Date.

17. Landlord Access

Landlord shall have reasonable access to the Premises prior to the Effective Date for purposes of inspection, maintenance, or showing to prospective tenants or purchasers, upon reasonable notice to Tenant.

18. Waiver

No failure or delay by either Party in exercising any right shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise of any right.

19. Attorneys' Fees

In the event of any dispute arising under this Agreement, the prevailing Party shall be entitled to recover its reasonable

attorneys' fees and costs.

20. Execution and Effective Date

This Agreement shall be effective as of the date last signed below by the Parties.

LANDLORD SIGNATURE

TENANT SIGNATURE

Signature: _____

Signature: _____

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