EARLY TERMINATION OF LEASE AGREEMENT

This Early Termination of Lease Agreement (this "Agreement") is made on _____ between _____ (the "Landlord"), whose mailing address for notices is _____, and _____ (the "Tenant").

The Landlord and the Tenant are parties to a residential lease of _____ (the "Premises") dated _____ (the "Lease"), scheduled to end on _____. Reason for ending early: _____.

1. EARLY TERMINATION

The Lease ends on _____ (the "Termination Date") instead of on its scheduled end date. The Tenant will move out and deliver possession of the Premises by _____ on the Termination Date. Until then, every term of the Lease stays in effect.

Final rent (check one): [ ] rent through the Termination Date, prorated by the day for a partial month [ ] full rent for the month in which the Termination Date falls [ ] rent is paid through the Termination Date. Once the Tenant moves out, no rent is owed beyond that final rent.

2. EARLY TERMINATION FEE OR MOVE-OUT PAYMENT

Check one: [ ] The Tenant owes no early termination fee. [ ] The Tenant will pay the Landlord an early termination fee of $_____, due [ ] at signing [ ] by the Termination Date [ ] by deduction from the security deposit, to the extent the law allows. [ ] The Landlord will pay the Tenant a move-out payment of $_____ on _____.

3. MOVE-OUT, KEYS AND UTILITIES

By the Termination Date, the Tenant will remove all belongings and trash, leave the Premises clean and in the condition they were in when the tenancy began, except for normal wear and tear, and return all keys, access cards, openers and permits to _____.

Utilities (check one): [ ] the Tenant pays utilities in its name through the Termination Date and closes those accounts [ ] each Party pays utilities as the Lease provides.

4. SECURITY DEPOSIT

Check one: [ ] The Landlord holds a security deposit of $_____. After the Tenant moves out, the Landlord will return it, less only the deductions the Lease and the law allow, with a written itemized list of any deductions, within the time state law requires, and will not keep any part of it because the Lease ended early, other than a fee deducted as stated above. [ ] No security deposit was paid.

Move-out inspection date: _____. Tenant's forwarding address: _____.

This general template is provided for informational purposes only and does not constitute legal advice. Requirements vary by state and locality; review current law and attach any disclosures or addenda your situation requires before signing. For a guided state-specific document, visit lawvault.org.

5. FAILURE TO MOVE OUT AND RELEASE

If the Tenant does not move out by the Termination Date, the Landlord may use the remedies the Lease and the law allow, and may regain possession only through the legal process. Daily holdover charge, if any: $_____.

Once the Tenant has moved out and delivered possession (and paid any early termination fee), each Party releases the other from all further obligations under the Lease, except unpaid rent and charges through the Termination Date, damage beyond normal wear and tear, any fee or move-out payment in this Agreement, the return of the deposit, amounts owed for staying past the Termination Date, obligations under this Agreement, and rights the law does not allow to be released.

6. GENERAL TERMS

If this Agreement and the Lease conflict, this Agreement controls. Nothing in it waives a right the law does not allow to be waived. The law of the State of _____ governs. This Agreement and the Lease are the Parties' whole agreement about ending the Lease early, can be changed only in a signed writing, and may be signed electronically and in counterparts. If any part is unenforceable, the rest stays in effect.

Additional terms: _____

SIGNATURES

Landlord (or authorized signer, with title)

Signature: _____ Date: _____

Printed Name: _____

Tenant

Signature: _____ Date: _____

Printed Name: _____

Tenant

Signature: _____ Date: _____

Printed Name: _____

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