TERMINATION AGREEMENT

This Termination Agreement (this "Agreement") is made on _____ between the following parties (each a "Party"):

First Party: _____, mailing address _____.

Second Party: _____, mailing address _____.

1. BACKGROUND

The Parties are parties to the agreement titled "_____" dated _____, together with any amendments to it (the "Original Agreement"). The Parties have decided together to end the Original Agreement on the terms below.

2. TERMINATION

The Original Agreement ends by mutual consent at the end of the day on _____ (the "Termination Date"). Each Party waives any advance notice, cure period or other termination procedure the Original Agreement would otherwise require. Until the Termination Date, each Party will keep performing its duties in the ordinary way. After it, neither Party has any further duty under the Original Agreement except as this Agreement provides.

3. FINAL PAYMENT

(Check one) [ ] No further money is owed by either Party under the Original Agreement once amounts due before the Termination Date are paid in the ordinary course. [ ] _____ will pay _____ the sum of $_____ on or before _____ for _____. Once made, that payment settles every amount either Party owes the other under the Original Agreement.

4. RETURN OF PROPERTY AND INFORMATION

Within _____ days after the Termination Date, each Party will return to the other all property, equipment, keys, documents and materials that belong to the other Party, including: _____. Each Party will also return or destroy the other Party's confidential information, except copies the law requires it to keep, which stay confidential.

Remaining work or transition tasks (if any): _____.

5. RELEASE OF CLAIMS

(Check one) [ ] Each Party, for itself and its owners, officers, employees, agents, successors and assigns, releases the other Party and the same related persons from all claims, known or unknown, that arise out of or relate to the Original Agreement and are based on facts that exist on or before the Termination Date. The release does not cover any right or duty under this Agreement or any claim the law does not allow to be released. [ ] The Parties do not release any claims.

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Note: in California a release of unknown claims must expressly waive Civil Code section 1542. If this Agreement ends employment and the employee releases claims, federal law gives an employee who is 40 or older at least 21 days to consider the release (45 days in a group program) and 7 days to revoke it, and the release must name the Age Discrimination in Employment Act. Use the guided builder for an employment or commercial lease version.

6. CONFIDENTIALITY AND SURVIVING TERMS

Every duty of confidentiality in the Original Agreement continues after the Termination Date for the period stated there. These other terms of the Original Agreement also continue: _____. No other term of the Original Agreement continues after the Termination Date.

7. NO ADMISSION OF LIABILITY

Nothing in this Agreement is an admission by either Party of any fault, breach, wrongdoing or liability.

8. GOVERNING LAW AND GENERAL TERMS

The laws of the State of _____ govern this Agreement. Any lawsuit about it will be brought in the courts located in _____ County.

This Agreement is the complete agreement between the Parties about ending the Original Agreement and can be changed only in a signed writing. If a court finds any part unenforceable, the rest stays in effect. This Agreement binds the Parties' successors and permitted assigns, and it may be signed in counterparts and electronically.

Additional terms: _____

SIGNATURES

First Party

Signature: _____ Date: _____

Printed Name: _____

Second Party

Signature: _____ Date: _____

Printed Name: _____

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