

# MUTUAL LEASE TERMINATION AGREEMENT

Location: \_\_\_\_\_ Effective Date: \_\_\_\_\_

## PARTIES:

Landlord: \_\_\_\_\_

Tenant: \_\_\_\_\_

## RECITALS:

WHEREAS, Landlord and Tenant entered into a Lease Agreement (the "Lease") concerning the property described therein; and WHEREAS, the Parties mutually desire to terminate the Lease Agreement and release each other from any further obligations under the Lease, subject to the terms and conditions set forth herein.

## TERMINATION AGREEMENT:

1. Termination of Lease: The Parties hereby mutually agree that the Lease is terminated as of the Effective Date, and the Lease Agreement shall be of no further force or effect except as expressly provided in this Agreement.
2. Possession and Condition of Premises: Tenant shall surrender possession of the Premises to Landlord as of the Effective Date. Tenant represents that the Premises will be in the same condition as at the commencement of the Lease, reasonable wear and tear excepted.
3. Release of Claims: Each Party hereby releases and discharges the other Party, its agents, employees, successors, and assigns, from any and all claims, demands, liabilities, and causes of action arising out of, or related to, the Lease or the Premises.
4. Security Deposit: The disposition of the security deposit shall be as follows:  
\_\_\_\_\_.
5. Final Payments: Tenant shall pay to Landlord all rent and any other charges due under the Lease up to and including the Effective Date.
6. Mutual Covenants: The Parties covenant and agree to execute any additional documents necessary to effectuate the termination of the Lease.

## MISCELLANEOUS:

7. Entire Agreement: This Agreement contains the entire understanding between the Parties regarding the termination of the Lease and supersedes all prior agreements, representations, and understandings, whether written or oral.
8. Amendments: No modification or amendment to this Agreement shall be valid unless in writing and signed by both Parties.
9. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_ (without regard to conflicts of law principles).

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

11. Counterparts and Execution: 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. Signatures delivered by electronic means shall be deemed originals.

**LANDLORD SIGNATURE**

**TENANT SIGNATURE**

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

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

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