MUTUAL LEASE TERMINATION AGREEMENT

1. 1. Parties and Recitals

This Mutual Lease Termination Agreement (the "Agreement") is made on [AGREEMENT DATE] between [LANDLORD NAME], a [ENTITY TYPE OR INDIVIDUAL] with a notice address at [LANDLORD ADDRESS], [LANDLORD EMAIL] (the "Landlord"), and [TENANT NAME(S)], currently occupying the premises described below, with a notice address after termination at [TENANT FORWARDING ADDRESS], [TENANT EMAIL] (the "Tenant"). The Landlord and the Tenant are referred to individually as a "Party" and together as the "Parties." The Parties entered into a lease for the residential or commercial premises located at [FULL PROPERTY ADDRESS, INCLUDING UNIT NUMBER, CITY, STATE, ZIP] (the "Premises"), and both now wish to end that lease before its scheduled expiration on mutually agreed terms. Each Party represents that the person signing below has full authority to sign, that all persons obligated under the lease are signing this Agreement, and that each Party enters into it voluntarily and with the opportunity to seek independent legal advice.

2. 2. The Lease Being Terminated

The lease being terminated is the written lease agreement dated [LEASE DATE] for the Premises, with an original term running from [LEASE START DATE] through [SCHEDULED LEASE END DATE], at a current monthly rent of $[MONTHLY RENT] (the "Lease"), together with all addenda, amendments, renewals, exhibits, house rules, guaranties, and parking, storage, or pet agreements attached to or arising from it. This Agreement terminates the Lease in its entirety as of the Termination Date defined below. Any guarantor or co-signer of the Lease, specifically [GUARANTOR NAME(S), IF ANY], is released to the same extent as the Tenant upon full performance of this Agreement, and each guarantor who signs below consents to this Agreement. Except as expressly modified here, nothing in this Agreement revives, extends, or renews the Lease.

3. 3. Agreed Termination Date and Mutual Consent

The Parties mutually agree that the Lease will terminate at [TIME, e.g., 11:59 p.m.] on [TERMINATION DATE] (the "Termination Date"), notwithstanding the scheduled end date stated in Section 2. From and after the Termination Date, the tenancy is ended, the Tenant has no further right to occupy or enter the Premises, and neither Party owes the other any obligation under the Lease except as expressly stated in this Agreement. This termination is by mutual consent of both Parties. It is not a termination for cause by either side, and neither Party is required to give any further notice under the Lease or under applicable law to make this termination effective. If the Tenant vacates before the Termination Date, the Landlord may take possession immediately without shortening or altering any payment obligation set out below unless the Parties agree otherwise in writing.

4. 4. Termination Fee or Buyout Payment

In consideration of the early termination and the release granted in Section 10, the Tenant will pay the Landlord a termination fee of $[TERMINATION FEE AMOUNT] (the "Termination Fee"), payable as follows: [PAYMENT SCHEDULE — e.g., $[AMOUNT] on signing this Agreement and $[AMOUNT] on or before the Termination Date] by [PAYMENT METHOD]. The Termination Fee is separate from and in addition to rent and other charges owed through the Termination Date under Section 5, and is not refundable once the Landlord has performed its obligations under this Agreement. The Parties agree that the Termination Fee represents a negotiated resolution of the early exit and is not a penalty. If instead the Landlord is paying the Tenant to vacate early, the Landlord will pay the Tenant $[LANDLORD BUYOUT AMOUNT] on [PAYMENT DATE] by [PAYMENT METHOD], and the Parties should delete whichever alternative does not apply. If no payment is being exchanged in either direction, state that here: [NO TERMINATION FEE IS PAYABLE BY EITHER PARTY].

5. 5. Rent, Utilities, and Charges Through the Termination Date

The Tenant will pay all rent and other amounts owed under the Lease through the Termination Date. As of the date of this Agreement, the Parties agree that the outstanding balance is $[OUTSTANDING BALANCE], consisting of [ITEMIZATION — e.g., rent for [MONTH] $[AMOUNT], utility reimbursement $[AMOUNT], late fees $[AMOUNT]], due on [DUE DATE]. If the Termination Date falls partway through a rental period, rent for that period will be prorated on a daily basis at $[DAILY RATE] per day and the Tenant will owe $[PRORATED AMOUNT]. The Tenant will arrange final readings and discontinue or transfer all utility accounts in the name of the Tenant effective [UTILITY TRANSFER DATE] and will pay all utility charges attributable to the period through that date. The security deposit will not be applied to the amounts described in this section unless Section 8 expressly says otherwise.

6. 6. Surrender of Possession and Return of Keys

On or before the Termination Date the Tenant will remove all persons and personal property from the Premises and from any assigned storage area, garage, parking space, patio, or balcony, and will surrender possession to the Landlord. The Tenant will return all keys and access devices issued during the tenancy, specifically [NUMBER] unit key(s), [NUMBER] building or mailbox key(s), [NUMBER] garage remote(s) or parking pass(es), and [NUMBER] fob(s) or access card(s), by delivering them to [PERSON OR LOCATION] on [KEY RETURN DATE], and the Landlord will provide a written or emailed receipt confirming what was returned. Possession is deemed surrendered when the Premises are vacant and all keys and access devices have been returned. Any personal property left at the Premises after that time will be handled as permitted by applicable law, and the Parties acknowledge that many states impose specific storage and notice requirements on abandoned property that neither Party may waive by this Agreement.

7. 7. Condition of the Premises and Move-Out Inspection

The Tenant will return the Premises broom-clean and in the same condition as at the start of the tenancy, ordinary wear and tear excepted, with all trash removed and all damage beyond ordinary wear and tear repaired or disclosed to the Landlord in writing. The Parties will conduct a joint move-out inspection of the Premises on [INSPECTION DATE] at [INSPECTION TIME], and the Landlord will provide the Tenant with a written, itemized list of any conditions the Landlord intends to charge against the security deposit at or promptly after that inspection. The Tenant will have until [CURE DEADLINE] to correct any item on that list before it is deducted, to the extent access and time permit. Both Parties may document the condition of the Premises by dated photographs or video at the inspection, and each will retain a copy. Any alteration made by the Tenant during the tenancy will be [RESTORED BY THE TENANT / LEFT IN PLACE AND ACCEPTED BY THE LANDLORD], as follows: [DESCRIBE ALTERATIONS AND TREATMENT].

8. 8. Security Deposit Handling and Accounting

The Landlord currently holds a security deposit of $[SECURITY DEPOSIT AMOUNT] paid by the Tenant on [DEPOSIT DATE], plus any interest required by applicable law. The Parties agree that the deposit will be handled as follows: [SELECT ONE — the full deposit will be returned to the Tenant; $[AMOUNT] will be retained by the Landlord and the balance of $[AMOUNT] returned; or the entire deposit will be retained by the Landlord as part of the consideration for this Agreement]. Any amount returned will be sent to the Tenant at [TENANT FORWARDING ADDRESS] or transmitted electronically to [PAYMENT DETAILS] within [NUMBER OF DAYS] days after the Termination Date, together with a written itemized statement of any deductions. Deposit deadlines, permitted deductions, interest, and itemization requirements are set by state and sometimes local law and cannot be waived by agreement in many jurisdictions — the Parties intend this section to operate within those requirements, and where it conflicts with them, the applicable law controls.

9. 9. Waiver of Future Rent and Re-Letting Claims

Upon the Tenant's full performance of this Agreement, the Landlord waives and gives up any claim against the Tenant and any guarantor for rent, late fees, or other charges accruing after the Termination Date, including all rent that would otherwise have become due for the remainder of the original term through [SCHEDULED LEASE END DATE]. The Landlord also waives any claim for re-letting costs, advertising expenses, brokerage or leasing commissions, turnover costs, and lost rent arising from the early termination, except for amounts expressly stated in this Agreement. The Tenant has no obligation to find a replacement tenant, and the Landlord retains sole discretion over how and to whom the Premises are re-let. This waiver is a material part of the consideration the Tenant is receiving for the Termination Fee and for the surrender of the Premises.

10. 10. Mutual Release of Claims

Except for the obligations created by this Agreement, each Party, on behalf of itself and its heirs, successors, assigns, agents, officers, and guarantors, fully and finally releases and discharges the other Party and its heirs, successors, assigns, agents, officers, employees, and property managers from any and all claims, demands, damages, liabilities, costs, and causes of action, known or unknown, arising out of or relating to the Lease, the tenancy, or the condition or occupancy of the Premises through the Termination Date. This release covers claims for unpaid rent, holdover damages, property damage, security deposit disputes, and habitability or maintenance complaints arising through the Termination Date. This release does not apply to any obligation under this Agreement, to any claim that applicable law does not permit to be released, to any claim arising from fraud or intentional misconduct in connection with this Agreement, or to any personal injury claim of which the releasing Party had no knowledge as of the date of signing. Each Party has had the opportunity to consult counsel about the scope of this release before signing.

11. 11. No Admission of Fault

This Agreement is a compromise of a disputed or potentially disputed situation and is entered into to allow both Parties to end the tenancy cleanly. Nothing in this Agreement is or may be construed as an admission by either Party of any breach of the Lease, any default, any violation of law, any liability, or any wrongdoing of any kind, and neither Party admits any allegation the other may have made. Neither this Agreement nor any negotiation leading to it may be offered or used as evidence of liability in any proceeding, except in a proceeding to enforce this Agreement itself. The Parties will not characterize this termination as an eviction, and the Landlord will not report it as an eviction to any tenant screening or credit reporting service. If asked by a prospective landlord or lender for a reference, the Landlord will confirm the dates of the tenancy, the rent amount, and that the tenancy ended by mutual agreement.

12. 12. Prior Notices Superseded, Entire Agreement, and Governing Law

This Agreement supersedes and cancels any notice previously served by either Party in connection with the Lease or the Premises, including any notice to pay rent or quit, notice to cure or quit, notice to quit, notice of non-renewal, or tenant notice to vacate, and any such notice is withdrawn and of no further effect. This Agreement, together with any exhibit attached to it, is the entire agreement between the Parties concerning the termination of the Lease and replaces all prior discussions, emails, and understandings on that subject. It may be amended only by a writing signed by both Parties. If any provision is found unenforceable, the remainder stays in effect and that provision will be narrowed only as far as necessary. This Agreement is governed by the laws of the State of [GOVERNING STATE], and any action to enforce it will be brought in the courts located in [VENUE COUNTY AND STATE]. The prevailing Party in any such action may recover its reasonable attorney fees and costs to the extent permitted by law.

13. 13. Signatures

By signing below, each Party confirms that it has read this Agreement, understands it, has had the opportunity to obtain independent legal advice, and agrees to be bound by its terms. LANDLORD: [LANDLORD NAME]. Signature: ______________________. Printed Name: [LANDLORD SIGNER NAME]. Title: [TITLE, IF SIGNING FOR AN ENTITY]. Date: [DATE]. TENANT: Signature: ______________________. Printed Name: [TENANT NAME]. Date: [DATE]. ADDITIONAL TENANT: Signature: ______________________. Printed Name: [ADDITIONAL TENANT NAME]. Date: [DATE]. GUARANTOR (IF ANY): Signature: ______________________. Printed Name: [GUARANTOR NAME]. Date: [DATE]. This Agreement may be signed in counterparts, and electronic or scanned signatures have the same effect as original signatures. Each Party should keep a fully signed copy together with the move-out inspection record, the key return receipt, and proof of any payment made under this Agreement.

14. Disclaimer

This template is provided for general informational purposes only and is not legal advice. Rules governing security deposit deadlines and permitted deductions, the enforceability of releases of unknown claims, the treatment of abandoned personal property, and the disclosures required in residential tenancies vary by state and often by city, and some of those protections cannot be waived by agreement even when both parties sign. Review and adapt this document for your own facts and jurisdiction, and have a licensed attorney in your state review it before signing if a significant sum, a guaranty, or a commercial tenancy is involved. Downloading or using this template does not create an attorney-client relationship with ScanContract.