

Residential leases are governed by state and local landlord-tenant law — security deposit limits and return deadlines, notice periods, late-fee limits, and required disclosures (including the federal lead-based paint disclosure for housing built before 1978) vary by location, and some cities add rent-control or just-cause rules. This template is a general starting point only — not legal advice — and should be checked against your state and local law, or reviewed by a local attorney, before use.

Lease Termination Agreement

Landlord: [Landlord name] **Tenant:** [Tenant name] **Date:** [Date]

Landlord and Tenant are parties to a lease dated [Date] for the residence at [Street address, unit number, city, state, ZIP] (the "Lease"), which would otherwise end on [Original end date]. They both want to end it early, and agree as follows.

1. Termination Date

The Lease ends on [Termination date] (the "Termination Date"). Tenant will move out, remove all belongings, and return all keys, access cards, and remotes to Landlord by [time] on that date.

2. Rent and Early Termination Fee

Tenant will pay rent through the Termination Date, prorated for any partial month: [Amount]. [Choose one:] "Tenant will pay an early termination fee of [Amount] by [Date]." / "No early termination fee is owed." After the Termination Date, Tenant owes no further rent under the Lease.

3. Condition of the Premises

Tenant will leave the Premises clean and in the same condition as at move-in, except for normal wear and tear. Landlord and Tenant will [Choose one: "do a move-out walkthrough together on [Date]" / "Landlord will inspect within [Number] days after the Termination Date"].

4. Security Deposit

Landlord will return the security deposit of [Amount], minus any lawful deductions for unpaid rent and damage beyond normal wear and tear, with an itemized written list, to Tenant's forwarding address [Address] within [Number] days after the Termination Date [use your state's deadline]. [Optional: "The early termination fee will be deducted from the deposit."]

5. Release

Once Tenant has moved out and paid the amounts in Section 2, Landlord and Tenant release each other from all obligations under the Lease arising after the Termination Date. This release does not cover: the security deposit process in Section 4, damage to the Premises beyond normal wear and tear, unpaid amounts that were due on or before the Termination Date, and [anything else the parties want to keep open].

6. If Tenant Does Not Move Out

If Tenant has not moved out by the Termination Date, [Choose one: "this agreement is void and the Lease continues on its original terms" / "Tenant will owe prorated rent of [Amount] per day until Tenant moves out"]. Either way, Landlord may regain possession only through the process state law requires.

7. Entire Agreement and Governing Law

This is the entire agreement about ending the Lease; changes must be in writing and signed by both. Every Tenant on the Lease must sign it [add each as a signer]. It is governed by the laws of [State where the Premises are located].

Signatures

By signing below, each party agrees to these terms.

[Landlord name] ("Landlord")

Signature: _____ Printed name: _____ Date: _____

[Tenant name] ("Tenant")

Signature: _____ Printed name: _____ Date: _____

This template is a general starting point, not legal advice — customize it and have it reviewed for your situation.