



TEXAS ASSOCIATION OF REALTORS®
EARLY TERMINATION OF RESIDENTIAL LEASE

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CONCERNING THE RESIDENTIAL LEASE BETWEEN

_____(Landlord)

AND _____(Tenant(s))

FOR THE FOLLOWING PROPERTY: _____

A. **Prior Agreement:** On or about _____, Landlord and Tenant entered into a Residential Lease ("Lease") of the above-mentioned Property.

B. **Definitions:**

- (1) "*Normal wear and tear*" means deterioration that occurs without negligence, carelessness, accident or abuse.
- (2) "*Surrender*" occurs when all occupants have vacated the Property, in Landlord's reasonable judgment, and the date Tenant specified as the Termination Date in this agreement has passed.

C. **Termination Date:** The parties agree to terminate the Lease at 11:59 p.m. on _____. All occupants must vacate the Property no later than this date.

D. **Tenant Obligations:** Tenant agrees to the following condition:

- (1) Tenant will pay Landlord prorated rent due through the Termination Date and otherwise comply with the Lease through the Termination Date;
- (2) Tenant agrees to surrender the Property in the same condition as when received, normal wear and tear excepted. Tenant will leave the Property in a clean condition free of all trash, debris, and any personal property; and
- (3) Tenant must return all keys and other access devices that Landlord provided to Tenant under the Lease no later than the Termination Date.

E. **Security Deposit:** Upon surrender of the Property, Landlord may deduct reasonable charges from the security deposit as authorized by the Lease. Landlord will refund the balance of the security deposit, if any, along with a written description and itemized list of all deductions, if any, within thirty (30) days after the date of surrender. Landlord is not obligated to refund the security deposit or provide a written description and itemized list of all deductions until Tenant provides Landlord with written statement of Tenant's forwarding address.

F. **Termination Fee:** Upon execution of this termination agreement, Tenant will pay Landlord a fee of \$_____ as an early termination fee. The Termination Fee is due no later than _____. This fee may include (i) costs of reletting the Property, including, but not limited to leasing fees, advertising fees, utility charges, and other fees reasonably necessary to relet the Property; and (ii) liquidated damages for any portion of possible future lost rent.

Early Termination of Residential Lease concerning: _____

G. **Special Provisions:**

H. **Default:** If Tenant fails to comply with this agreement, including, but not limited to timely payment of Termination Fee, this agreement is voidable at will of the Landlord. If Landlord fails to comply with this agreement, Tenant may seek any relief provided by law.

I. **Agreement of Parties:**

- (1) **Entire Agreement:** This agreement is the entire agreement of the parties and may not be changed except by written agreement.
- (2) **Binding Effect:** Tenant's obligation to pay Landlord Termination Fee is binding upon Tenant and Tenant's heirs, administrators, executors, successors, and permitted assignees.
- (3) **Joint and Several:** All Tenants are jointly and severally liable for all provisions of this agreement.
- (4) **Severable Clauses:** Should a court find any clause in this agreement unenforceable, the remainder of this agreement will not be affected and all other provisions in this agreement will remain enforceable.
- (5) **Controlling Law:** The laws of the State of Texas govern the interpretation, validity, performance, and enforcement of this agreement.

J. **Release:** Except for the promises and representation in this document, Landlord and Tenant(s) release each other from all obligations under or related to the Lease.

Landlord Date

Tenant Date

Landlord Date

Tenant Date

Or signed for Landlord under written property management agreement or power of attorney:

Tenant Date

By: _____
Date

Tenant Date

Broker's Associate's Printed Name

Broker's Printed Name License No.

Firm Name