

AGREEMENT TO TERMINATE RESIDENTIAL LEASE AGREEMENT

This agreement is hereby entered into between:

Landlord; and

Tenant (hereinafter collectively the "parties").

Landlord and Tenant are parties to the Residential Lease Agreement (hereinafter the "Lease") dated _____ for the property located at:

Address (hereinafter the "Property")

The parties agree that the Property is completely uninhabitable due to events and conditions outside the control of either Landlord or Tenant. Accordingly, the parties agree to terminate the Lease, wherein no further obligations will be owed to the other as of _____ (date). All notices for termination of the Lease are hereby waived by the parties. All termination fees and future rents are hereby waived by Landlord. Tenant agrees to completely vacate the property, which shall include the removal of all furniture and personal property, on or before the date of termination set forth above. If Tenant fails to timely vacate the property the Landlord may immediately proceed to exercise all remedies available under the Lease and as otherwise provided by law. All keys and other items relating to the Property in the possession of the Tenant shall be returned to Landlord on or before the date of termination set forth above. All monthly rent previously paid by the Tenant shall be prorated through the date of _____ and the surplus in the amount of \$_____ shall be remitted to the Tenant. All security deposits and all other advanced payments in the possession of the Landlord shall be remitted to Tenant.

Each party to this agreement hereby fully and forever remises, releases, relinquishes, waives and discharges the other party hereto from any and all actions, causes of action, rights, liabilities, suits, debts, sums of money, controversies, agreements, promises, trespasses, damages, and claims of whatever kind or nature in law or equity, whether now known or unknown, vested or contingent, suspected or unsuspected, which said party may now have, ever had or will have against the other party which in any way relates, directly or indirectly, to the Property or the Lease. The foregoing release constitutes a general release by each party to this agreement. Each party to this agreement further waives any right which it may have under any provision of applicable law which provides that a general release does not extend to claims which the releasor does not know or suspect to exist in its favor at the time of executing this general release. Each party to this agreement represents and warrants that there has been no assignment or other transfer of any interest or rights which are released hereunder.

By signing my name below I affirm that I have read and understand the terms of this agreement and had the opportunity to consult with legal counsel.

Tenant Signature: _____

Date: ____/____/____

Printed Name: _____

Tenant Signature: _____

Date: ____/____/____

Printed Name: _____

Landlord Signature: _____

Date: ____/____/____

Printed Name: _____