



TERMINATION OF LEASE AND SURRENDER AGREEMENT

Prepared by: Agent _____
Broker _____

Phone _____
Email _____

NOTE: This is used to mutually terminate a lease agreement and release the tenant and landlord from any further obligations and liability under the lease agreement.

DATE: _____, 20_____, at _____, California.
Items left blank or unchecked are not applicable.

FACTS:

1. This mutual lease termination and surrender agreement (Termination Agreement) pertains to the following Lease Agreement:
 - 1.1 dated _____, 20_____, at _____, California,
 - 1.2 entered into by _____, as the Tenant, and _____, as the Landlord,
 - 1.3 regarding real estate referred to as _____.

AGREEMENT:

2. Landlord and Tenant agree the above referenced Lease Agreement is cancelled and terminates on _____, 20_____ ("Termination Date"). Tenant is to quit and surrender possession of the premises to Landlord on the Termination Date in consideration for cancellation of the Lease Agreement.
 - 2.1 Landlord and Tenant release each other from all claims and obligations, known or unknown, arising out of the Lease Agreement and possession.
 - 2.2 Tenant to pay Landlord on or before Termination Date the sum of \$_____ as further consideration for Landlord's entering into this Termination Agreement.
 - 2.3 Cancellation of the Lease Agreement is subject to performance of the following conditions (clearance of encumbrances on the tenant's leasehold, fixture, tenant improvements, and title conditions, etc.):

- a. See attached general use addendum. [See **ft** Form 250]
- 2.4 Regarding any subtenant, this Agreement is contingent upon the execution of:
 - a. an amendment to Tenant's sublease agreement with Subtenant on terms and conditions acceptable to Landlord; and
 - b. a release of liability and waiver agreement in favor of Tenant regarding the sublease agreement with Subtenant on terms and conditions acceptable to Tenant.
3. Landlord and Tenant waive any rights provided by Section 1542 of the California Civil Code, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

I agree to the terms stated above.
 See Signature Page Addendum. [ft Form 251]
 Date: _____, 20_____
 Landlord: _____
 Agent: _____

 Signature: _____
 Address: _____

 Phone: _____ Cell: _____
 Fax: _____
 Email: _____

I agree to the terms stated above.
 See Signature Page Addendum. [ft Form 251]
 Date: _____, 20_____
 Tenant: _____

 Signature: _____
 Address: _____

 Phone: _____ Cell: _____
 Fax: _____
 Email: _____