

Premature Lease Termination Agreement

THIS AGREEMENT is made and entered into this _____ day of _____, _____
(Day) (Month) (Year)

Between _____ "Owner/Agent" and
(Name of Owner/Agent)

_____ "Resident(s)."
(And all other occupants in possession)

for the premises located at _____
(Address)

Unit _____, (if applicable) _____, California _____
(City) (Zip)

1. **Breach of Lease Agreement.** Resident is seeking permission to breach or acknowledges that he/she has already breached the attached lease agreement dated _____ for the premises located at: _____, and will or has voluntarily returned possession to the Owner before the end of the lease term.

2. **Return of Possession to Owner/ Agent.** Resident will return/has returned possession of the premises to the Owner/Agent on _____.
(Date)

3. **Future Rent and Damages:** Resident acknowledges that in accordance with California law, Civil Code Section 1951.2, he/she is responsible for:
a. for unpaid rent for the balance of the rental term or until the premises are re-rented, subject to the Owner/Agent's duty to make reasonable efforts to re-let the premises; and,
b. any other amount necessary to compensate the Owner Agent for damages caused by the breach, such as costs incurred by the owner in his or her attempts to re-let the unit.

4. **Rent Payments:** Unless Owner has notified Former Resident that the premises have been re-let, Former Resident shall make monthly payments equivalent to the monthly rent due under the lease (\$_____), in advance on the _____ day of each and every month, at \$_____ per month, beginning on _____, payable to the Owner/Agent at:

Payments made in person may be delivered to the Owner/Agent between the hours of _____ and _____ on the following days of the week:

Monday Tuesday Wednesday Thursday Friday Saturday Sunday Other _____

Acceptable methods of payment:

Personal Check Cashier's Check Money Order EFT/Credit (See Owner/Agent for details) and Cash



If payment is made after the _____ of the month, there will be a late charge of \$_____ assessed. All parties agree that this late fee is presumed to be the damage sustained by late payment. It would be extremely difficult to fix the actual damage. Pursuant to California law, if Former Resident passes a check on insufficient funds, Former Resident will be liable to Owner/Agent for the amount of the check and a service charge of \$_____, not to exceed \$25 for the first check passed on insufficient funds, and \$35 for each subsequent check passed on insufficient funds.

- 5. **Other Payments.** Non-rent payments required under Civil Code Section 1951.2, shall be due within 30 days after notice to Resident from Owner/Agent.
- 6. **Forwarding Address.** Resident shall provide his/her forwarding address to Owner/Agent as soon as it is known.
- 7. **Credit Reporting:** Owner/Agent agrees not to provide a negative report to a credit reporting agency regarding the breach that is the subject of this Agreement, if Former Resident complies with the terms of this Agreement.

Date

Resident

Date

Resident

Date

Owner/Agent

