

BREAK LEASE AGREEMENT

Fee: \$300.00

Definition: A Break Lease Agreement is used when a tenant desires to “break the lease” in which they have entered into or have agreed to enter into. This agreement must be signed by the Landlord and the tenant that intends to terminate their contractual agreement, as well as, any tenants this agreement will affect. Tenant understands that he/she must find another person to take their place on the lease, unless the remaining tenants agree to assume full financial responsibility for the lease.

Continental Real Estate Management agrees to release _____
 (name of individual to be released)
 from the responsibilities of the lease tendered to the above referenced person for the property located at _____ for the lease term of _____.

The above referenced tenant waives any right to the security deposit that he/she has submitted. The security deposit will stay with the remaining tenants (if applicable), or be credited to the replacement tenant. This Break Lease shall be effective and the tenant shall be relieved of liability if, and only if, the following events occur:

1. All parties execute this Break Lease agreement.
2. A replacement tenant, acceptable to landlord, executes a lease for the leased premises; the tenant takes possession of the leased premises as a replacement tenant; and the replacement tenant begins paying rent OR all other remaining tenants on the lease agree to assume full financial responsibility for the lease.
3. The tenant requesting the break lease fee pays and the landlord receives the non-refundable break lease fee of \$300.00.

Dated this _____ day of _____.

 Tenant to be released

 Agent – Continental Real Estate

 Remaining Tenant

 Remaining Tenant

 Remaining Tenant

 Remaining Tenant

 Remaining Tenant

 Remaining Tenant