

CASH FOR KEYS AGREEMENT

Property Address:

Parties:

RECITALS:

WHEREAS, Owner is the lawful owner of the property located at the above address (the "Property"); and WHEREAS, Tenant occupies the Property pursuant to a lease or rental agreement; and WHEREAS, Owner desires to regain possession of the Property in a peaceful and cooperative manner; and WHEREAS, Tenant agrees to vacate the Property upon the terms and conditions set forth in this Agreement.

AGREEMENT:

1. Payment to Tenant

Owner agrees to pay Tenant the total sum of \$_____ (the "Payment") as consideration for Tenant's voluntary surrender of possession of the Property. Payment shall be made by check, wire transfer, or other agreed method upon Tenant's full and timely vacating and surrender of the Property.

2. Tenant's Vacating Date

Tenant agrees to vacate and surrender possession of the Property no later than _____ (the "Vacating Date"). Tenant shall remove all personal property and leave the Property in clean and good condition, reasonable wear and tear excepted.

3. Condition of Property

Tenant shall return the Property to Owner in substantially the same condition as at the commencement of occupancy, reasonable wear and tear excepted. Tenant shall be responsible for any damage caused by Tenant or Tenant's guests beyond normal wear and tear.

4. Release of Claims

Upon receipt of the Payment and Tenant's full vacating of the Property, Tenant releases and discharges Owner, Owner's agents, employees, successors, and assigns from any and all claims, demands, causes of action, liabilities, damages, or suits related to tenancy, eviction, or occupancy of the Property.

5. No Admission of Liability

This Agreement and the Payment are made solely to avoid litigation and do not constitute an admission of liability or wrongdoing by Owner.

6. Tenant's Representations

Tenant represents and warrants that Tenant has the full right and authority to enter into this Agreement, that there are no pending claims or actions by Tenant against Owner related to the Property, and that Tenant will not file any claims or lawsuits against Owner related to tenancy or eviction after execution of this Agreement.

7. Default

If Tenant fails to vacate the Property by the Vacating Date or breaches any other term of this Agreement, Owner shall have all remedies available at law or equity, including eviction and withholding payment.

8. Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding the subject matter herein and supersedes all prior negotiations, agreements, or understandings, whether written or oral.

9. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of _____. Any disputes arising hereunder shall be resolved exclusively in the state or federal courts located within _____ County, _____.

10. Legal Advice

Each party acknowledges that they have had the opportunity to seek independent legal advice prior to executing this Agreement and that they fully understand the terms and conditions herein.

11. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument.

12. No Oral Modification

No modification or amendment of this Agreement shall be valid unless made in writing and signed by both parties.

13. Confidentiality

The parties agree to keep the terms and existence of this Agreement confidential, except as required by law or to enforce its terms.

14. Mutual Cooperation

The parties agree to cooperate fully and execute any additional documents necessary to effectuate the terms and intent of this Agreement.

15. Waiver

Failure by either party to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provisions.

16. Severability

If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

17. Notices

All notices, demands, or other communications required or permitted under this Agreement shall be in writing and shall be deemed properly delivered when sent by certified mail, return receipt requested, by nationally recognized overnight courier, or by hand delivery to the addresses set forth above or such other addresses as either party may designate in writing.

18. Execution by Electronic Signature

This Agreement may be executed and delivered by electronic means, including facsimile or PDF transmission, and such execution shall be binding and enforceable as an original signature.

19. No Other Agreements

No other agreements, promises, or representations, written or oral, are binding upon the parties except as set forth in this Agreement.

20. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

OWNER'S SIGNATURE

TENANT'S SIGNATURE

Signature: _____

Signature: _____

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