

## MUTUAL RELEASE AND EVICTION SETTLEMENT AGREEMENT

**Date:** [Date]

**Landlord:** [Landlord Name]

**Tenant:** [Tenant Name]

**Property Address:** [Full Address of the Rental Unit]

This Agreement is made between the Landlord and Tenant to resolve the pending eviction action and terminate the lease agreement under the following terms:

**1. Move-Out Date:** Tenant agrees to vacate the premises and return all keys to the Landlord no later than [Time] on [Date].

**2. Property Condition:** Tenant agrees to leave the property in "broom clean" condition, removing all personal belongings and trash. Any items left behind after the Move-Out Date shall be deemed abandoned and may be disposed of by the Landlord.

**3. Financial Settlement:** [Select one option]

- Tenant shall pay Landlord the sum of \$[Amount] by [Date].

- Landlord waives all past due rent and late fees in exchange for Tenant vacating by the Move-Out Date.

- [Other Payment Terms].

**4. Dismissal of Eviction:** Upon Tenant vacating the property and fulfilling the payment terms (if any), Landlord agrees to file a dismissal of the eviction lawsuit [Case Number, if applicable] with prejudice within [Number] days.

**5. Mutual Release:** Both parties hereby release each other from any and all future claims, liabilities, or causes of action arising from the lease agreement or the tenancy, effective upon the successful move-out and completion of settlement terms.

**6. Security Deposit:** [State what happens to the deposit, e.g., Landlord retains deposit or Landlord returns deposit minus damages].

**7. Entire Agreement:** This document constitutes the entire agreement between the parties and supersedes any prior oral or written understandings.

**Landlord Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Tenant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_