

## AGREEMENT FOR EARLY TERMINATION OF LEASE

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between \_\_\_\_\_ (insert name of landlord) (the "Landlord")  
\_\_\_\_\_ (insert name of tenant) (the "Tenant").

Further to the Lease Agreement between the parties dated the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the "Lease") with respect to the rental premises located at \_\_\_\_\_ [insert street address], \_\_\_\_\_ [city/town], New Brunswick (the "Premises"), the Landlord and the Tenant hereby agree that the Lease be terminated prior to the designated expiry date set out in the Lease, pursuant to the following terms and conditions:

1. The Tenant shall provide the Landlord with a written notice of early termination no later than \_\_\_\_ (\_\_\_\_) days prior to the proposed date of termination.
2. The Tenant shall continue to pay rent until and including the proposed date of termination. If required, the rent payable will be calculated on a *pro rata* basis.
3. The Tenant shall return to the Landlord all keys, garage door opener, security cards, and all other means of access for the Premises on the day the Tenant vacates the Premises.
4. The Tenant shall leave the Premises in the same condition, normal wear and tear excepted, as it was at the beginning of the Lease.
5. In addition to the amount stated in paragraph 2 herein, the Tenant shall also pay to the Landlord an amount equivalent to \_\_\_\_ months' rent to vacating the Premises.
6. In the event the Tenant vacates the Premises by the proposed termination date and has paid the amount as stated in paragraph 5 herein, the Tenant shall be eligible for the return of any security deposit in accordance with the laws of the Province of New Brunswick.
7. In the event the Tenant does not vacate the Premises by the proposed termination date and/or has not paid the amount as stated in paragraph 5 herein, the Landlord, in its sole discretion, may deem the proposed date of termination to be void and the written notice as stated in paragraph 1 herein shall not be effective to terminate the Lease. All terms, conditions, and provisions of the Lease shall then remain in full force and effect, and the Landlord shall have the right to claim from the Tenant any rent lost and any legal fees incurred by the Landlord on account of the Tenant breaking the Lease.
8. This Agreement shall be governed by and construed in accordance with the laws of the Province of New Brunswick. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within such Province.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

\_\_\_\_\_  
Signature of Landlord

\_\_\_\_\_  
Signature of Tenant