



*DeDe's Rentals*  
**SONOMA COUNTY  
 PROPERTY MANAGEMENT**  
 1311-A West Steele Lane, Santa Rosa, CA 95403  
 707.523.4500 / socopm.com

**EARLY CONTRACT RELEASE AGREEMENT**

**Subject to execution of this agreement by both parties, Tenant may be released from a fixed-term lease under the following terms and conditions:**

1. **ACTUAL MOVE-OUT NOTICE REQUIRED:** At any point subsequent to execution of this agreement by both parties, Tenant is permitted to deliver to Lessor a fully executed "Tenant Notice to Vacate Premises." Tenant obligation for delivery of premises will be established by that document. Execution of this "Early Contract Release Agreement" does not commit Tenant to vacating premises, but execution of this document is required in order for Tenant to receive permission to vacate prior to lease-end.
2. **RENT PAYMENT THROUGH REMAINDER OF ACTUAL TENANCY:** Tenant must pay, AT THE TIME NOTICE IS DELIVERED, any pro-rated rent that may be for entire period up to and including noticed move-out date, as established on any "Notice to Vacate" subsequently delivered to Lessor by Tenant.
3. **PAYMENT BY TENANT TO NEGOTIATE RELINQUISHMENT PRIOR TO END OF TERM:** In addition to any pro-rated rent due, tenant will be required to pay, AT THE TIME NOTICE TO VACATE IS DELIVERED, an amount equal to either 25% of rent for remaining term of lease, or two full months' rent, whichever is more (see #4 below for exception).
4. **ACTUAL OR VIRTUAL INSPECTION OF PREMISES UPON RECEIPT OF SUBSEQUENT MOVE-OUT NOTICE:** As a condition of Lessor's acceptance of this agreement, Lessor reserves the right to require an in-person or virtual analysis of property upon receipt of subsequent "Notice to Vacate". Unacceptable housekeeping or usage conditions, as documented by Lessor and at the sole discretion of Lessor, may require payment from Tenant of THREE times rent or ONE HALF remainder of lease, whichever is more, rather than standard payment referenced by #3 above.
5. **SHOWING AND MARKETING OF PROPERTY:** Lessor is permitted to, but is not obligated to, begin marketing the property for re-rental prior to tenant vacancy.
6. **SECURITY DEPOSIT ACCOUNTING AND REFUND:** Time calculations for return of security deposit will commence as of date of tenant relinquishment of premises. Security deposit accounting, and any refunds due tenant, will be delivered to tenant within 21 days of relinquishment of property.
7. **COST TO TENANT:** tenant's obligation for remainder of lease, any utilities or services tenant might otherwise be liable for, and any costs or commissions to re-rent property, will not exceed terms of this agreement and/or any increase established at time of inspection (see#3 and #4 above).
8. **SIGNATURES:** All tenants of record and residents age 18+ must sign below, acknowledging acceptance of terms so noted. No "holding over" will be permitted by any parties to original rental contract or any revisions thereto.
9. **AGENCY: Execution of this agreement does not establish an agency relationship between tenant and lessor/lessor's agent. The implementation of this process is intended solely as an accommodation to tenant, and a process by which to effect lessor's duty to mitigate damages.**

**EXCEPTION:** The Servicemember Civil Relief Act, (50 U.S.C. App Section 535) provides protection to active military under the following circumstances: if, after signing a lease, you have received orders to report for active service, if you received a permanent change of station, or if you received orders to deploy with your unit for a period of not less than 90 days. Under any of these listed circumstances, you may statutorily be released from a fixed-term lease. You will be required to provide supporting documentation for the claim of assignment made, and must provide a written termination notice of not less than 30 days beyond the date your next rental payment is due and payable.

**TERMS AND CONDITIONS ACCEPTED BY TENANT:**

\_\_\_\_\_  
 Signature of Tenant(s) \_\_\_\_\_  
 Rental Property Address

\_\_\_\_\_  
 Date of Signature(s) Above \_\_\_\_\_ \_\_\_\_\_  
 Contact Phone # for "Primary Tenant" Email Address for "Primary Tenant"

**TERMS AND CONDITIONS ACCEPTED BY LESSOR / LESSOR'S AGENT:**

\_\_\_\_\_  
 Signature of Lessor/Lessor's Agent \_\_\_\_\_ \_\_\_\_\_  
 Lessor/Lessor's Agent Name Date Accepted

