**AGREEMENT FOR EARLY MOVE-OUT INCENTIVE AND GENERAL RELEASE**

This agreement is made between {{host\_name}} (“HOST”) and {{guest\_name}} (“GUEST”) and is effective as of the later date written below. HOST and GUEST, for and in consideration of mutual promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound, hereby acknowledge and agree as follows:

1. **Recitals**
   1. HOST is the sole lessee of the rental residence located at {{rental\_street\_unit}}, {{rental\_city\_state\_zip}} (the “RENTAL RESIDENCE”) through a lease agreement expiring on {{lease\_expiration\_date}} (the “LEASE AGREEMENT”).
   2. GUEST currently resides at the RENTAL RESIDENCE without any legal claim to the real property located thereat nor the rights granted to the lessee under the LEASE AGREEMENT.
   3. HOST and GUEST are required to vacate the RENTAL RESIDENCE upon expiration of the LEASE.
   4. HOST and GUEST will not reside together following the expiration of the LEASE AGREEMENT.
   5. HOST desires to provide to GUEST funds to ease GUEST’s transition to new living arrangements under terms that provide an incentive for GUEST to vacate the RENTAL RESIDENCE with GUEST’s personal property before {{lease\_expiration\_date}}.
2. **Definitions**
   1. “GUEST’S Personal Property” means all items brought into the RENTAL RESIDENCE by GUEST to which HOST does not assert a claim of ownership and, within that scope, includes items that GUEST wishes to keep and items that GUEST wishes to discard or abandon.
   2. “Vacate” or “Vacates” means voluntarily moving-out of the RENTAL RESIDENCE with all of GUEST’s Personal Property and none of HOST’s personal property.
3. **Agreement**
   1. **Early Move-Out Incentive**: If GUEST Vacates the RENTAL RESIDENCE on or before {{first\_moveout\_date}}, HOST will pay GUEST {{first\_moveout\_incentive | currency}}. If GUEST Vacates the RENTAL RESIDENCE after {{first\_moveout\_date}} but on or before {{second\_moveout\_date}}, HOST will pay GUEST {{second\_moveout\_incentive | currency}}. If GUEST Vacates the RENTAL RESIDENCE after {{second\_moveout\_date}} but on or before {{third\_moveout\_date}}, HOST will pay GUEST {{third\_moveout\_incentive |currency}}. If GUEST does not Vacate the RENTAL RESIDENCE on or before {{third\_moveout\_date}}, GUEST will be required to Vacate the RENTAL RESIDENCE on terms specified in the LEASE AGREEMENT without any payment from HOST.
   2. **Demand to Vacate**: Pursuant to Section 24.005 of the Texas Property Code, {{host\_name}} hereby provides this formal notice for {{guest\_name}} to vacate the premises located at {{rental\_street\_unit}}, {{rental\_city\_state\_zip}}. {{guest\_name}} is required to vacate said premises and remove all of {{guest\_name}}’s possessions by {{vacate\_deadline}}. The reason for this notice is the termination of HOST’s leasehold interest in the RENTAL RESIDENCE. If {{guest\_name}} fails to vacate said premises by {{vacate\_deadline}}, {{host\_name}} or the property owner may initial legal action to enforce this notice or the terms of the LEASE AGREEMENT, and {{guest\_name}} may be held responsible for any associated legal costs.
   3. **Reduction of Payment Amount—Abandoned Property Cleanout**: If GUEST moves out of the RENTAL RESIDENCE leaving behind personal property and refuse, except as agreed to in advance in writing by HOST, HOST shall be permitted to reduce the amount of the Early Move-Out Incentive payment. of the amount HOST pays a non-party to dispose of such personal property and refuse or $500 if HOST disposes of such personal property.
   4. **Reduction of Payment Amount—Damage to RENTAL RESIDENCE**: If GUEST or those acting for or on behalf of GUEST cause any damage to the RENTAL RESIDENCE between the Effective Date and the date on which GUEST moves-out of the RENTAL RESIDENCE, then if GUEST is otherwise due an Early Move-Out Incentive payment from HOST, HOST shall be permitted to reduce the amount of said payment by the amount HOST is charged for remediation and repair of such damage under the terms of the LEASE AGREEMENT and payment by HOST to GUEST shall be delayed by the amount of time required to determine such charges.
   5. **Reduction of Payment Amount—Damage to HOST’s Property**: If GUEST or those acting for or on behalf of GUEST cause any damage to HOST’s property between the Effective Date and the date on which GUEST moves-out of the RENTAL RESIDENCE, then if GUEST is otherwise due an Early Move-Out Incentive payment from HOST, HOST shall be permitted to reduce the amount of said payment by an amount equal to the diminution of value of such damaged property as reasonably determined by HOST at HOST’s sole and unreviewable discretion.
   6. **Payment Terms**: Except as otherwise provided in this Agreement, GUEST shall be entitled to collect payment through HOST’s representative between the hours of 9:00  A.M. and 4:00 P.M., Monday – Friday, on the next such day following notice by HOST to said representative of the HOST’s certification of GUEST’s compliance with this Agreement and the amount to be paid to GUEST. HOST’s representative is:

KoonsFuller, P.C.

Attn: Thomas J. Daley, Attorney at Law

5700 West Plano Parkway Suit 2200

Plano, TX 75093

Tel: 972-769-2727

1. **General Release**: In signing this Agreement, GUEST hereby irrevocably and unconditionally releases, acquits, and forever discharges HOST, and HOST’s agents, assigns, heirs, executors, and beneficiaries, from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses, compensation, and all consequential damage on account of, or in any way growing out of, any and all known and unknown personal injuries and property damage and the consequences thereof resulting from or related to any interactions, occurrences, or events that have taken place between HOST and GUEST up to and including the date of this Agreement. This release shall be binding upon and inure to the benefit of the parties, their successors, assigns, heirs, and personal representatives.
2. **Choice of Law**: This Agreement shall be governed and construed according to the laws of the State of Texas. Any dispute resolution or court proceedings resulting from claims made between the parties, whether arising under this Agreement or otherwise, must be held or brought in Collin County, Texas.
3. **Entire Agreement**: This Agreement contains the entire agreement between HOST and GUEST with respect to the subject matter of this Agreement and supersedes any prior understandings or representations of any kind preceding the Effective Date of this Agreement. There are no other promises, conditions, understandings, or other agreements, whether written or oral, relating to the subject matter of this Agreement.

**AGREED:**

|  |  |  |
| --- | --- | --- |
| By HOST |  | By GUEST |
| {{host\_name}} |  | {{guest\_name}} |
| Date Signed |  | Date Signed |

STATE OF TEXAS §

COUNTY OF COLLIN §

Subscribed and sworn to (or affirmed) before me on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date), by {{host\_name}}, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Public in and for the State of Texas

Commission expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF TEXAS §

COUNTY OF COLLIN §

Subscribed and sworn to (or affirmed) before me on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date), by {{guest\_name}}, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Public in and for the State of Texas

Commission expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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