

Cash for Keys Agreement

This **Cash for Keys Agreement** ("**Agreement**") is entered into on _____ ("**Effective Date**") by and between the parties below:

Owner

Occupant

Owner and Occupant may be referred to individually as a "**Party**" and collectively as the "**Parties.**"

1. Purpose

The purpose of this Agreement is to establish the terms under which Occupant agrees to voluntarily vacate the property located at

_____ ("**Property**") in exchange for a monetary payment from Owner, and to resolve any issues related to Occupant's possession of the Property in a clear and orderly manner.

2. Vacating of Property

Occupant agrees to:

- Fully vacate and surrender possession of the Property on or before _____ ("**Surrender Date**").
- Remove all personal belongings and any waste from the Property by the Surrender Date.
- Leave the Property in a clean and broom-swept condition, free from damage beyond normal wear and tear.

Occupant acknowledges that failure to vacate by the Surrender Date may result in forfeiture of the payment described in this Agreement and may subject Occupant to further legal action.

3. Payment

In consideration for Occupant's full compliance with this Agreement, Owner agrees to pay Occupant the total sum of _____ ("**Payment**").

Payment shall be made:

- On the Surrender Date, following confirmation that the Property has been vacated in accordance with this Agreement; and
- By _____.

No partial payment shall be made unless otherwise agreed in writing by both Parties.

4. Condition Verification and Inspection

Owner or Owner's representative shall have the right to inspect the Property on or before the Surrender Date to confirm:

- The Property has been fully vacated;
- The condition of the Property meets the requirements of this Agreement; and
- No unauthorized occupants remain.

Payment is contingent upon satisfactory inspection.

5. Return of Keys and Access Devices

On or before the Surrender Date, Occupant shall return to Owner all keys, access cards, garage openers, and any other devices or means of access to the Property ("**Keys**").

Failure to return all Keys may result in a deduction from the Payment or cancellation of the Payment at Owner's discretion.

6. Utilities and Services

Occupant agrees to arrange for disconnection or transfer of all utilities and services registered in Occupant's name by the Surrender Date; and pay any outstanding balances related to such utilities.

Owner shall not be responsible for any unpaid utility charges incurred by Occupant prior to the Surrender Date.

7. Release of Claims

Upon receipt of the Payment and fulfillment of all obligations under this Agreement:

- Occupant releases Owner from any and all claims, demands, or disputes arising from Occupant's tenancy or occupancy of the Property up to the Surrender Date.
- Owner releases Occupant from any claims related to possession of the Property, except for obligations expressly stated in this Agreement.

This clause is intended to provide a mutual and final resolution of matters relating to Occupant's occupancy.

8. No Admission of Liability

This Agreement is entered into as a voluntary settlement arrangement. Neither Party admits any fault, liability, or wrongdoing by entering into this Agreement.

9. Failure to Comply

If Occupant fails to comply with any material obligation under this Agreement, including failure to vacate by the Surrender Date:

- Owner shall have no obligation to make the Payment; and
- Owner may pursue any lawful remedies available to recover possession of the Property.

10. Confidentiality

The Parties agree to keep the terms of this Agreement confidential, except where disclosure is required by law or reasonably necessary for enforcement or professional advice.

11. Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior discussions or agreements, whether written or oral.

12. Amendments

Any modification to this Agreement must be made in writing and signed by both Parties.

13. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of _____ . Any disputes arising under or in connection with this Agreement shall be resolved through good faith negotiations, and if unresolved, through appropriate legal proceedings in the applicable courts.

14. Execution

This Agreement may be executed electronically and in counterparts, each of which shall be deemed an original.

Owner

Name

Date

Signature

Occupant

Name

Date

Signature



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