



PROMULGATED BY THE TEXAS ASSOCIATION OF BUILDERS (TAB)  
**AGREEMENT FOR TERMINATION OF CONTRACT AND RELEASE**

CONCERNING THE PROPERTY AT

\_\_\_\_\_  
(Street Address and City)

1. **PARTIES:** This Agreement for Termination of Contract and Release (Agreement) is between \_\_\_\_\_ (Builder) and \_\_\_\_\_ (Customer).
2. **RECITALS:**
  - A. **ORIGINAL AGREEMENT** – On or about the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, Builder and Customer entered into a written agreement entitled, " \_\_\_\_\_ " (Contract), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference for all purposes, for the construction, remodel and/or sale of Improvements on property located at \_\_\_\_\_ (Property).
  - B. **DESIRE TO TERMINATE CONTRACT** – Builder and Customer now desire to terminate the Contract upon mutually agreed terms.
3. **AGREEMENT:** In consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the parties hereto agree as follows:
  - A. **CONTRACT TERMINATED** - This Contract is hereby terminated in its entirety and Builder and Customer hereby agree that Builder and Customer shall have no further obligations, duties or responsibilities to each other or any other person or entity in connection with the Contract, any documents related thereto or the construction, remodel and/or sale of the Improvements and/or Property.
  - B. **MUTUAL RELEASE** – Builder and Customer agree and hereby do fully release, compromise, settle, acquit and forever discharge each other and their respective employees, officers, directors, shareholders, agents, and representatives of and from any and all claims, demands, rights or causes of action, known or unknown, now existing, directly or indirectly attributable to or arising out of the matters described in the Contract or any other business dealings, associations, contracts, transactions, occurrences and/or any other claims or causes of action related to the Contract or the construction, remodel or sale of the Improvements and/or Property.
4. **CONSIDERATION:** (check the appropriate box)  
☐ Customer agrees that Builder is not obligated to pay and they are not entitled to receive any refund of any funds previously paid to Builder in connection with the Contract.  
☐ Customer agrees that Builder is entitled to and shall retain the sum of \$ \_\_\_\_\_ as liquidated damages and Builder shall refund to Customer the sum of \$ \_\_\_\_\_.  
☐
5. **RELEASE OF ESCROWED FUNDS:** In the event any Earnest Money (as defined in the Contract) has been deposited with a Title Company (as defined in the Contract), Builder and Customer agree and do hereby instruct the Title Company to disburse the Earnest Money as follows:  
\_\_\_\_\_.
6. **GOVERNING LAWS:** The laws of the state of Texas shall govern the validity, enforcement and interpretation of this Agreement. The obligations of the parties are performable in \_\_\_\_\_ County, Texas and the parties hereto consent to such venue for purposes of any action arising out of this Agreement. The parties agree that the normal rule of

construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

Executed on \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Customer

Builder: \_\_\_\_\_

\_\_\_\_\_  
Customer

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Email Address: \_\_\_\_\_

Email Address: \_\_\_\_\_