

# Termination Letter

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## TERMINATION LETTER

This Termination Letter ("Letter") is made and entered into as of [DATE], by and between [SENDER NAME] ("Terminating Party") with an address at [SENDER ADDRESS], [CITY], [STATE] [ZIP], and [RECIPIENT NAME] ("Other Party") with an address at [RECIPIENT ADDRESS], [CITY], [STATE] [ZIP].

### 1. PURPOSE

1.1 This Letter constitutes written notice of termination of the relationship between the parties described as follows: [DESCRIPTION OF RELATIONSHIP OR AGREEMENT, E.G., "EMPLOYMENT" OR "MASTER SERVICES AGREEMENT DATED [ORIGINAL DATE]"] (the "Agreement").

### 2. EFFECTIVE DATE

2.1 Termination Effective Date. The parties agree that the Agreement is terminated effective as of [EFFECTIVE DATE] (the "Effective Date"). Unless otherwise specified herein, the obligations that are expressly stated to survive termination shall remain in full force and effect.

### 3. REASON FOR TERMINATION

3.1 The Terminating Party elects to terminate the Agreement for the following reason(s): [REASON FOR TERMINATION].

### 4. NOTICE

4.1 This Letter constitutes the notice required under the Agreement and/or applicable law. Notices shall be effective upon delivery to the addresses set forth above or such other address as a party may provide in writing in accordance with the Notices clause below.

### 5. FINAL COMPENSATION, BENEFITS, AND EXPENSES

5.1 Final Pay. The Terminating Party will provide final compensation due to the Other Party as of the Effective Date in the amount of [FINAL PAY DESCRIPTION, E.G., "WAGES, SALARY, OR PAY FOR SERVICES THROUGH EFFECTIVE DATE"], payable on or before [FINAL PAYMENT DATE] in accordance with applicable law.

5.2 Accrued Benefits. Any accrued but unpaid benefits, including [ACCUMULATED VACATION/SICK TIME OR OTHER BENEFITS], will be handled as follows: [DESCRIPTION OF HOW ACCRUED BENEFITS WILL BE PAID OR HANDLED].

5.3 Expenses. Reimbursement for documented, reasonable expenses incurred prior to the Effective Date will be provided in accordance with the Agreement and applicable policies subject to submission of appropriate documentation by [EXPENSE SUBMISSION DEADLINE].

5.4 Severance (Optional). The Terminating Party will provide severance in the amount and on the terms set forth here: [SEVERANCE AMOUNT AND TERMS] OR "No severance is offered."

### 6. RETURN OF PROPERTY

6.1 The Other Party shall return to the Terminating Party, no later than [RETURN DEADLINE], all property, materials, records, equipment, keys, access cards, computers, and confidential information belonging to the Terminating Party (collectively, the "Property"), including but not limited to: [LIST OF ITEMS TO RETURN].

6.2 The Other Party shall certify in writing upon request that all such Property has been returned and that no copies of any Terminating Party documents or data have been retained, except as authorized in writing.

## **7. CONFIDENTIALITY AND POST-TERMINATION OBLIGATIONS**

7.1 Confidential Information. The Other Party shall continue to comply with any confidentiality, non-disclosure, and non-use obligations set forth in the Agreement or applicable policy concerning [CONFIDENTIALITY OBLIGATIONS].

7.2 Non-Solicitation / Non-Compete (if applicable). Any restrictive covenants that survive termination are identified as follows: [DESCRIPTION OF SURVIVING RESTRICTIVE COVENANTS] or "No such restrictions survive."

7.3 Return or Destruction of Confidential Information. The Other Party shall return or securely destroy all Confidential Information in accordance with the Agreement and certify such destruction upon request.

## **8. RELEASE (OPTIONAL)**

8.1 Mutual Release. Upon receipt by the Terminating Party of all payments and compliance with return obligations described herein, the parties [may/may not] execute mutual releases releasing each other from claims arising before the Effective Date as follows: [RELEASE LANGUAGE OR "NO MUTUAL RELEASE"].

## **9. COOPERATION**

9.1 The parties agree to cooperate reasonably and in good faith to effect an orderly transition of responsibilities and to mitigate any disruption resulting from the termination.

## **10. DISPUTE RESOLUTION**

10.1 If a dispute arises under this Letter or the terminated Agreement, the parties shall first attempt in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute within [NEGOTIATION PERIOD, E.G., 30 DAYS], the dispute will be resolved by [ARBITRATION/MEDIATION/COURT] in accordance with the following terms: [DISPUTE RESOLUTION DETAILS, E.G., "BINDING ARBITRATION UNDER THE RULES OF [ARBITRATION ADMINISTRATOR] IN [CITY, STATE]"]

## **11. GOVERNING LAW**

11.1 This Letter shall be governed by and construed in accordance with the laws of the State of [GOVERNING STATE], without regard to principles of conflicts of law.

## **12. TAXES**

12.1 Each party is responsible for its own taxes and withholdings relating to amounts paid under this Letter, and all payments are subject to applicable tax and withholding laws.

## **13. NO ADMISSION**

13.1 This Letter does not constitute an admission of liability by any party. Except as expressly provided herein, nothing in this Letter shall be construed as a waiver of rights or claims the parties may have subject to any executed release.

## **14. NOTICES**

14.1 All notices, requests, consents, and other communications required or permitted under this Letter shall be in writing and delivered to the parties at the addresses set forth above (or to such other address as the party shall designate in writing) and shall be deemed given: (a) when delivered personally; (b)

three (3) business days after deposit in the United States mail, certified or registered mail, return receipt requested; or (c) one (1) business day after deposit with a nationally recognized overnight courier service.

## 15. MISCELLANEOUS

15.1 Entire Agreement. This Letter constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter, except to the extent the Agreement contains surviving provisions.

15.2 Amendment. This Letter may be amended only by a written instrument signed by both parties.

15.3 Severability. If any provision of this Letter is held to be invalid, illegal, or unenforceable in any respect, the remaining provisions shall remain in full force and effect.

15.4 Waiver. No waiver of any breach or default under this Letter shall be deemed a waiver of any subsequent breach or default.

15.5 Counterparts; Electronic Signatures. This Letter may be executed in counterparts and by electronic signature, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

## 16. CONTACT

16.1 For any questions or to discuss the transition, please contact: [CONTACT PERSON], [CONTACT TITLE], at [CONTACT PHONE] or [CONTACT EMAIL].

IN WITNESS WHEREOF, the parties have executed this Termination Letter as of the dates set forth below.

[SENDER NAME]

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

Name: [SENDER REPRESENTATIVE NAME]

Title: [SENDER REPRESENTATIVE TITLE]

Date: [SENDER SIGNATURE DATE]

Address: [SENDER ADDRESS], [CITY], [STATE] [ZIP]

[RECIPIENT NAME]

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

Name: [RECIPIENT REPRESENTATIVE NAME]

Title: [RECIPIENT REPRESENTATIVE TITLE]

Date: [RECIPIENT SIGNATURE DATE]

Address: [RECIPIENT ADDRESS], [CITY], [STATE] [ZIP]

ACKNOWLEDGMENT OF RECEIPT (Optional)

I, [RECIPIENT NAME OR AUTHORIZED SIGNATORY], acknowledge receipt of this Termination Letter and the termination of the Agreement effective as of [EFFECTIVE DATE].

Signature: \_\_\_\_\_

Name: [ACKNOWLEDGMENT NAME]

Date: [ACKNOWLEDGMENT DATE]