

NOTICE TO PAY RENT OR SURRENDER POSSESSION

TO: _____
AND ALL OTHERS IN POSSESSION:

NOTICE IS HEREBY GIVEN that within THREE (3) days after the service upon you of this Notice, you are hereby required to pay to the undersigned, or to _____, owner/authorized agent, the rent of the premises hereinafter described, of which you now hold possession amounting to the sum of: premises hereinafter described, of which you now hold possession amounting to a total of

\$ _____

for the period: _____,

OR QUIT AND DELIVER UP POSSESSION OF THE PREMISES.

The premises herein referred to are situated in the City of _____, County of _____, State of California, and designated by the street and number as:

WITHIN THREE DAYS after receipt of this Notice on you, you are required to pay said rent in full or to deliver up possession of said premises to the undersigned or your landlord, or legal proceedings will be commenced against you to recover all rents, damages (including up to \$600.00 pursuant to Code of Civil Procedure section 1174(b) and any other damages allowed by law), costs and attorneys' fees for the unlawful detention of said premises.

WITHOUT WAIVING ANY RIGHTS UNDER CIVIL CODE 1951.2, YOU ARE FURTHER notified that in the event of your failure to pay said rent as hereinabove set forth, it is the intention of your landlord to obtain possession of the demised premises and to attempt to relet same without terminating your liability under said lease and to take such other actions as may be provided in said lease. The undersigned hereby elects at this time to declare a forfeiture of the tenancy under which you occupy said premises in the event you fail to pay the rent in full. A partial payment of rent by you shall not waive the landlord's election of forfeiture.

FURTHER NOTICE IS GIVEN that in the event that any partial payments of rent, expenses or other charges are tendered and accepted by the undersigned after service of this Notice on you and/or after the filing of the Complaint for Unlawful Detainer, acceptance shall be without a waiver of any of the rights of the landlord, including the right to recover possession of the premises hereinabove described and the balance of the rent, expenses, and other charges due under this Notice and/or the lease.

Dated: _____

Agent for Owner/Landlord

In compliance with Code of Civil Procedure Section 1161(2), payment must be made to the owner/agent as follows:

Payment (certified funds only) shall be made payable to: _____

Person to whom rent is to be paid: _____

Address where rent is to be paid: _____

Telephone number for the above address: _____

Rent may be paid on the following days and times: _____

THIS NOTICE IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
PENAL CODE SECTION 594 PROVIDES THAT EVERY PERSON WHO MALICIOUSLY INJURES OR DESTROYS ANY REAL PROPERTY NOT HIS OWN IS GUILTY OF VANDALISM.