

30-DAY NOTICE OF RESIDENT(S) INTENT TO VACATE

Today's Date: _____

To: MARTINELLI PROPERTIES (Owner/Landlord)

You are hereby given notice that _____ (Resident(s)) intend to terminate the tenancy from the premises located at:

_____, CA _____

by: _____ (move-out date (no less than 30-days from date of this notice))

It is understood as follows:

- a. That a Thirty Day Notice of Intent to Vacate is required by Section 1946 of California Civil Code for month-to-month tenancies and by the Lease Agreement for fixed-term tenancies.
- b. For Residents on a fixed-term lease, a Thirty Day Notice of Intent to Vacate does not relinquish Resident from any obligation of the lease, including payment to the end of the lease term.
- c. Resident's possession of the dwelling remains in effect until all belongings are removed and all keys and/or remotes are returned.
- d. Except as provided by law, rent is due and payable up to and including the final date of possession, or thirty (30) day after service of this notice to Landlord, whichever is later.
- e. Resident cannot use the security deposit in lieu of rent. Rent is payable through the termination of the tenancy.
- f. I acknowledge the receipt of the Landlord's Move-Out Maintenance Requirements to use as a guideline for preparing the property before relinquishing possession.

The resident's reason(s) for terminating their tenancy are as follows: *(optional)*

Forwarding Address: _____

Phone Number: _____

NOTICE OF RIGHT TO PRE MOVE-OUT INSPECTION

I understand that I have the right to request an initial inspection of my unit and to be present during that inspection, which shall occur no earlier than two weeks before the termination of the tenancy and during normal business hours. I understand that in order for this pre move-out inspection to occur the unit must be clear of all personal items, so that the Landlord shall inspect all areas. I understand that I must give at least 48 hour notice to Landlord to schedule this inspection. At the time of inspection, the Landlord may verbally provide an itemized list specifying repairs or cleaning that are proposed to be the basis for the deductions from the security deposit. I understand, however that this may not be the final accounting of deductions from my security deposit. I understand that no later than three weeks (21 days) after Landlord has regained possession of the premises, Landlord shall provide me with an itemized statement indicating the basis for, and the amount of, any security deposit received and the disposition of the security deposit and shall return any remaining portion of such security deposit to me.

Resident Signature(s): _____ Date: _____

For Office Use: Received By, Signature(s): _____ Date: _____