



THREE-DAY NOTICE TO PERFORM OR QUIT

Prepared by: Agent _____
Broker _____

Phone _____
Email _____

NOTE: A tenant who fails to perform any terms of the rental or lease agreement which can be performed or rectified must within three (3) days after service of written notice of the breach, either cure the breach or vacate and deliver possession of the premises to the landlord. [Calif. Code of Civil Procedure §1161(3)]

DATE: _____, 20_____, at _____, California.

To Tenant: _____

Items left blank or unchecked are not applicable.

FACTS:

1. You are a Tenant under a rental or expired lease agreement
 - 1.1 dated _____, at _____, California,
 - 1.2 entered into by _____, as the Tenant, and
 - 1.3 _____, as the Landlord,
 - 1.4 regarding real estate referred to as _____.

NOTICE:

2. You are in breach of the terms of your rental or lease agreement as follows: _____
_____.

3. Within three (3) days after service of this notice, you are required to either:
 - 3.1 Perform or rectify the breach by _____
_____.

OR

- 3.2 Deliver possession of the premises to Landlord or _____.
4. If you fail to cure the breach or to deliver possession within three (3) days, legal proceedings may be initiated to regain possession of the premises and to recover the rent owed, treble damages, costs and attorney fees.
 5. Landlord hereby elects to declare a forfeiture of your lease if you fail to cure the breach noted above.
 - 5.1 Landlord reserves the right to pursue collection of any future rental losses allowed by Calif. Civil Code §1951.2.
 6. State law permits former Tenants to reclaim abandoned personal property left at the former address of the Tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former Landlord after being notified that property belonging to you was left behind after you moved out.

Date: _____, 20_____
 Landlord/Agent: _____ DRE #: _____
 Signature: _____
 Address: _____
 Phone: _____ Cell: _____
 Fax: _____
 Email: _____