

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

TO: _____ Eugene Burger Management Corporation _____ (Landlord)

You are hereby given notice that _____ (Resident(s))

intend(s) to terminate the tenancy and to move from the premises located at:

_____, Unit # (if applicable) _____
(Street Address)

_____, CA _____
(City) (Zip)

as of _____ (Date).

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;
 - b. for a Resident on a fixed-term lease, a Thirty-Day Notice of Intent to Vacate does not release Resident from any obligation of the lease, including payment to the end of the lease term;
 - c. Resident's possession of the unit remains in effect until all belongings are removed and all keys returned; and
 - d. except as provided by law, rent is due and payable up to and including the final date of possession, or thirty (30) days after service of this notice to Landlord, whichever is later.
 - e. Resident cannot use the security deposit as last month's rent. Rent is payable through the termination of the tenancy.
- The Resident's reason(s) for terminating the Rental Agreement is as follows: *(optional)*

Forwarding Address: _____

New Phone Number: _____

NOTICE OF RIGHT TO INITIAL 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 also understand that at this initial inspection, the Landlord will provide an itemized statement 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 a 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 received and the disposition of the security and shall return any remaining portion of such security deposit to Resident.

(Check only one option below)

- I/We decline the initial inspection.
- I/We request the initial inspection of my unit, and I wish to be present.
- I/We request the initial inspection of my unit, but I will not be present.

Contact me to arrange for the inspection. _____ (phone)

(If requesting initial inspection, check only one option below)

- I/We waive my right to 48-hour's notice by the Landlord prior to his/her entry of the unit to perform the initial inspection, as allowed by Civil Code section 1950.5(f)(1)
- I/We want Landlord to provide 48-hour's notice prior to his/her entry of the unit to perform the initial inspection

Date Resident Date Resident

Date Resident Date Resident

Date Resident Date Resident



LANDLORD ACKNOWLEDGEMENT OF RESIDENT(S)' THIRTY-DAY NOTICE OF INTENT TO VACATE

TO: Resident(s) _____

of the premises located at:

_____, Unit # (if applicable) _____
(Street Address)

_____, CA _____
(City) (Zip)

1. Receipt of your notice of intent to vacate the above unit, effective _____ (date), is acknowledged.
2. Your tenancy will terminate as of _____ (date).
3. The security deposit cannot be used as last month's rent. Rent is payable through the termination of the tenancy, as specified below (*check one*):

The tenancy will terminate on the last day of the month. The full month's rent must be paid in advance on the usual due date.

The tenancy will not terminate on the last day of the month. Prorated rent, as specified below, must be paid in advance on the usual due date.

From _____, to _____,
(Date) (Date)

Equaling _____ days at \$ _____ per day, for a total of \$ _____.

4. You have the right to request an initial inspection of your 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. At this initial inspection, the Landlord will provide an itemized statement specifying repairs or cleaning that are proposed to be the basis for the deductions from the security deposit. This may not be a final accounting of deductions from the security deposit. No later than three weeks (21 days) after Landlord has regained possession of the premises, Landlord shall provide Resident with an itemized statement, indicating the basis for, and the amount of, any security received and the disposition of the security and shall return any remaining portion of such security deposit to Resident.
5. A separate Notice of Resident's Option to Request an Initial Inspection is provided with this Acknowledgement. Please complete the form and return it to Landlord if you wish to arrange for an initial inspection.
6. California law further provides that Landlord may exhibit the premises to prospective Residents provided that you are given reasonable notice of Landlord's intent to enter with entrance during normal business hours. (Twenty-four (24) hours written notice is presumed to be reasonable, if the notice is personally delivered to you or someone in the unit or left on or near the front door.)
7. Pursuant to Civil Code Section 1946, 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.

Landlord by _____, Eugene Burger Management Corp. Agent for Landlord
Individual Signing for Landlord Management Co. (If Applicable)

Date

