

# Three (3) Day Notice to Perform Covenants or Quit & Sixty (60) Day Notice to Terminate Possession (For Defaulting Tenants)

To: \_\_\_\_\_ (Resident's Name) and to all Residents or occupants in possession of \_\_\_\_\_ (Description of RV) located at the premises herein referred to and commonly known as \_\_\_\_\_ ( Park Name/Address/Space #).

THIS IS TO NOTIFY YOU that the Rental Agreement under which you hold possession of the above premises requires performance on your part of the following covenants or agreements, which you have failed to perform.

THIS IS TO FURTHER NOTIFY YOU that there is now due and unpaid the following utility charges:

Utility Charge	Time Period	Amount
_____	through _____	_____
_____	through _____	_____

THIS IS TO FURTHER NOTIFY YOU that there is now due and unpaid the following other charges:

Charge	Time Period	Amount
_____	through _____	_____
_____	through _____	_____

**WITHIN THREE DAYS** after the service on you of this Notice, you are hereby required to pay the said charges and thereby perform the covenants agreed upon to the Park owner or manager, or the owner of said premises will institute legal proceedings against you to declare the forfeiture of the Rental Agreement under which you occupy the said premises and to recover possession of said premises, together with court costs and attorney's fees. You are further notified that the undersigned elects to and does declare the forfeiture of your Rental Agreement under which you hold possession of the above-described premises if the above described covenants are not performed within three (3) days after service on you of this Notice.

Rent must be payable to \_\_\_\_\_ (name of park) and delivered to:  
 Name of Park Manager or other authorized person: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_

Payment may be made personally at the Park Office which is usually open from \_\_\_\_\_ .m. to \_\_\_\_\_ .m. on the following days: \_\_\_\_\_.

**This notice is intended as a 3-Day Notice to Perform Covenants or Quit as provided by California Law.**

THIS IS TO FURTHER NOTIFY YOU that pursuant to the Rental Agreement and Park Rules and Regulations under which you now hold possession of the above-described premises, you agreed to abide and conform with the Rental Agreement and the Park Rules and Regulations.

Pursuant to California Civil Code 799.70(a) you are hereby notified that the above acts or omissions constitute a failure on your part to comply with the Park's Rental Agreement and Rules and Regulations.

THEREFORE, THIS IS TO NOTIFY YOU that, if you do not pay the covenants specified above within three days, you are required to quit said premises within sixty (60) days after service of this Notice upon you and deliver up possession of same to the park owner or manager or legal proceedings for unlawful detainer will be instituted against you by the owners of the premises to declare said Rental Agreement forfeited, as of this date, and recover possession of said premises, together with court costs and attorney's fees pursuant to Civil Code 799.78.

As required by law, you are hereby notified that a negative credit report reflecting you credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

**This notice is intended as a 60-Day Notice to Terminate Possession as provided by California Law.**

YOU ARE FURTHER NOTIFIED that by this Notice the undersigned elects to and does declare the forfeiture of your rental agreement under which you hold possession of the above-described premises if the rent is not paid within three (3) days after service on you of this notice.

Date \_\_\_\_\_ (Owner/Manager)

## PROOF OF SERVICE

**Check Only One:**

Date of Service: \_\_\_\_\_

\_\_\_\_\_ Method No. 1: On the date of Service noted above, I served this notice on the resident by personally delivering a copy to \_\_\_\_\_, tenant, pursuant to California Code of Civil Procedure Section 1162.

\_\_\_\_\_ Method No. 2: On the date of Service set forth above, I served this notice by leaving a copy with some person of suitable age and discretion at the address set forth above, and sending a copy through the mail addressed to the tenant(s) at the place of residence, pursuant to California Code of Civil Procedure Section 1162.

\_\_\_\_\_ Method No. 3: On the date of Service set forth above, I served this notice by affixing a copy in a conspicuous place on the property, and also sending a copy through the mail addressed to the tenant(s) at the place where the property is situated, pursuant to California Code of Civil Procedure Section 1162.

I hereby declare the foregoing to be true and correct under penalty of perjury.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, California.

Signature of Person Serving the Notice \_\_\_\_\_ Witness: \_\_\_\_\_ (Signature not necessary)