

California Form

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**NOTICE TO PERFORM OR SURRENDER POSSESSION OF THE PREMISES**

TO: \_\_\_\_\_

-TENANTS IN POSSESSION

NOTICE IS HEREBY GIVEN that, within three days after service on you of this notice, you must perform your obligations under the lease agreement, including the following:

\_\_\_\_\_

\_\_\_\_\_

[describe conditions and covenants violated - ie: duty to pay insurance, taxes]

IN THE ALTERNATIVE, you are to surrender possession of the premises to your landlord, or to the landlord's attorney. If you fail to pay these sums or to surrender possession of the premises within the three-day period, legal proceedings will be commenced against you to recover possession and to recover a judgment for the sums and damages for your unlawful detention of the premises.

[OPTIONAL - ONLY IF YOU WISH TO TERMINATE THE TENANCY]

FURTHER NOTICE IS GIVEN that your landlord elects to declare forfeited the lease agreement under which you hold possession of the premises if you fail to pay the above-stated sums due within the three-day period.

Dated: \_\_\_\_\_

by: \_\_\_\_\_