

Fast Eviction Service

474 W. Orange Show Rd • San Bernardino, CA 92408 • (909) 889-2000 • (800) 686-8686 • Fax (909) 889-3900
www.fastevictionservice.com • intake@fastevictionservice.com

Always Represented by an Attorney

Thank you for inquiring about our services. We offer an array of services to Landlords, Mobile Home Park Owners, Commercial Real Estate Managers and REO Managers.

When you have an unwanted tenant, we can start with the preliminary notices or Reprimand Letter and handle your case all the way through the Court's paperwork and to the Sheriff's lockout. We can also obtain relief from bankruptcy if needed. We even offer collection and small claims services. We are also one of the few companies represented by an in-house attorney and highly trained paralegals/law clerks. We are a law firm, not a typing service.

We handle a high volume of these cases on a daily basis. We are constantly updating with the changes in the law and in judges preferences as required. Our goal of keeping up with technology is also a plus when it comes to keeping you updated on your case(s).

Enclosed is a forms packet for your review. We have been in business since 1979 and handle cases for the entire state of California.

If you have multiple managers or agents, we will be happy to cater a lunch with a short informational seminar, with a question and answer period to follow.

Should you have any further questions, please do not hesitate to call. We would be happy to be of service.

Sincerely,

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We Serve all of California.

Residential, Commercial, Mobile Homes and Foreclosure Evictions



1. We are fully represented by an attorney! And our uncontested total fee is \$ Contact Lyn or Cindy in advance including fees.
2. Procedure for “Unlawful Detainer”
 - a. Serve notice 3 day – must be personally handed to a tenant or after due diligence POSTED ON DOOR AND MAILED regular 1st class mail (posting adds 5 days) or 30/60 day hand delivered or by certified mail.
 - b. On the 4th day, file Summons & Complaint: EACH adult living in the premises must be named in law suit and each personally served.
 - c. After the 10/15 days. either file default or request trial:
 1. If tenant fails to answer suit, a Writ of Possession is issued by Court and posted by Sheriff Office.
 2. If tenant answers suit, a trial is requested.
 - d. After obtaining WRIT of Possession: Only Sheriff can serve a writ. Usually posted on the door by the next week.
 - e. On the 6th day the officer may move the occupants out. No personal property is moved by the officer. The Landlord must store personal property for 18 days and furnish inventory. Must bring your own locks.
3. THREE DAY NOTICE: Must NOT be for more than amount of RENT due. Landlord must keep original, may be given when ONE day late. No late fees or other charges.
4. THIRTY/SIXTY DAY NOTICE: Can not be retaliatory (must be mailed regular and certified). If any money is accepted after service of three day notice, the entire action is Null and Void. **If rent past the expiration of 30/60 day notice is accepted, the notice and/or action is Void.**
5. LEASES: Usually never good for Landlord (only Tenant). Must serve special notice for lease. Retaliatory Eviction: A tenant may not be evicted for 180 days after he has complained to a governmental agency unless it's for non-payment of rent. NO 60 DAY NOTICES & NO RENT INCREASES for that 180 day period.
6. Do not take last month's rent. Take a larger deposit (No more than 2 months). Landlord may not require more than TWO months rent as deposit or last months rent and deposit. Unless unit is furnished then limit is three months deposit. Add 1/2 month for liquid-filled furniture.
7. Only the judge that heard the trial can allow an appeal or issue a Stay (except Federal judge in Bankruptcy).
8. If tenant files Bankruptcy: We can obtain a relief from Stay, usually within 45 days. Our present fee is \$795.
9. Refund of deposit: All deposits are refundable. Must notify tenant in writing within 21 days after delivering possession.
10. If a tenant cannot be served, a judge can order posting and mailing, but that requires judge's signature PLUS 5 extra days.
11. If Landlord does anything other than file unlawful detainer (self-help evictions) (remove door, shut off water, etc.) penalty is \$200.00 per day. A Landlord may enter and inspect premises without permission provided he has a key and gives 24-hour written notice and is during normal working hours (8am to 5pm.)
12. We also do collections.
13. Attachments: May attach wages (you'll get 25% of take home pay each period) all money in checking, and over \$1,300.00 in savings.
14. Judgements: Good for 10 years plus 10% interest from date of judgement.
15. Repair & deduct: Tenant must notify Landlord in writing of defect and allow him reasonable time to repair. Then tenant may repair and deduct up to ONE month rent. He may do this ONLY two times in any 12 month period.
16. Landlord required to furnish garbage cans, keep unit habitable & free of roaches and vermin, hot and cold water, one telephone outlet that is operable, and on-site manager for 16 units or more.
17. When evicting a mobile home, the lender must be notified.

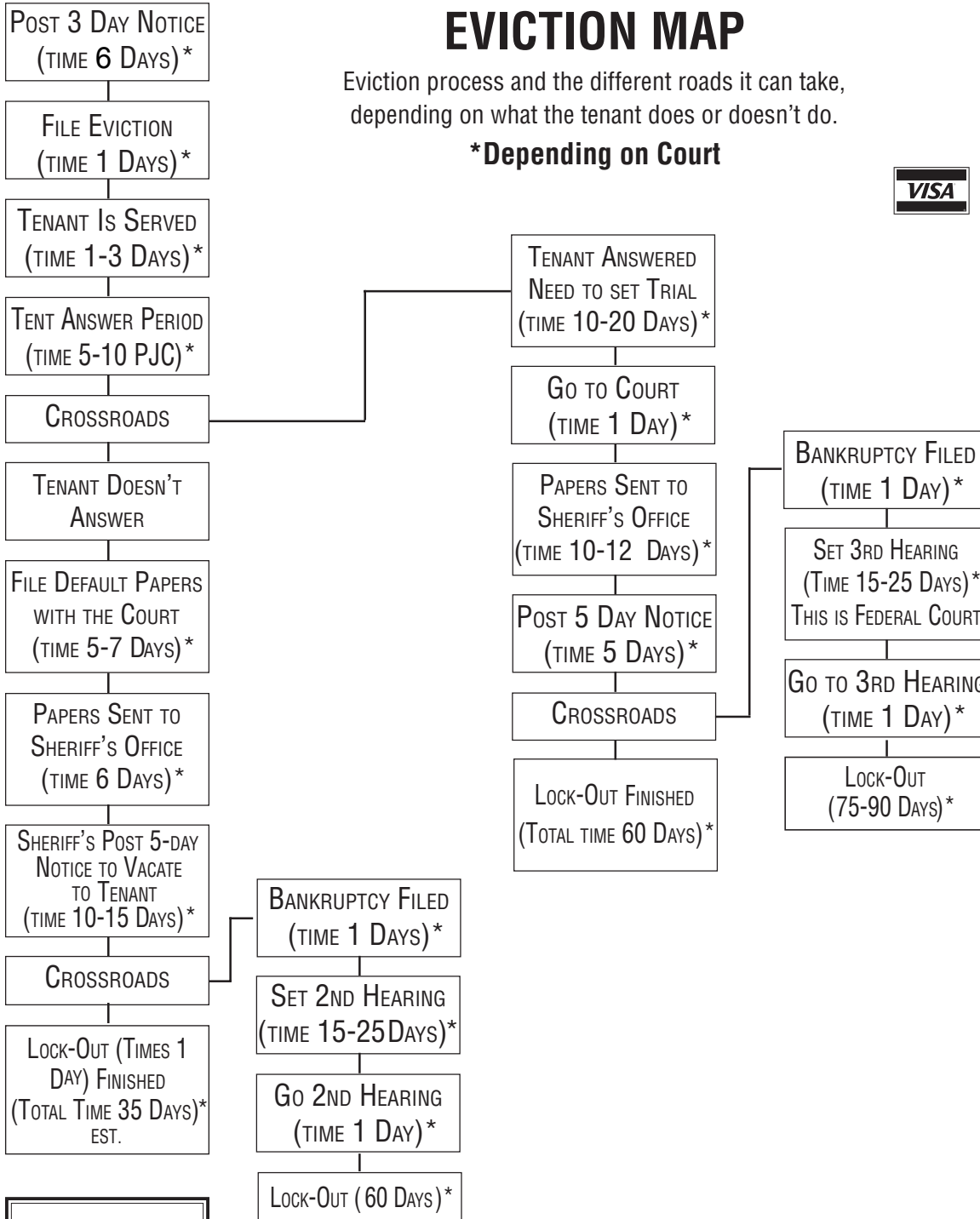
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EVICTIION MAP

Eviction process and the different roads it can take, depending on what the tenant does or doesn't do.

***Depending on Court**



The number of days is only an estimate. It could be More/Less depending on the court.

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INFORMATION YOU SHOULD KNOW

1. Address must be on the property and visible from the street.
2. Unit number or letters must be on each individual unit.
3. We must know the name of all occupants over the age of 18, even if you didn't rent to them or they moved in last night. If we don't know their names this will cause a delay in your case. If you are unsure who lives in the property a prejudgment claim may be advisable. It takes time and there is a fee of \$35.00. For more information, please ask.
4. If your property is a north, south, east, west, street, avenue, road, circle, lane, drive or court address, we must know.
- 4.5 If tenant has P.O. Box (We must know)
5. You or a representative must attend a trial if scheduled.
- 5.5 Co-signer address (We must know)
6. You or a representative must meet a sheriff at time of lock-out with a change of locks or a locksmith.
7. If you miss your lock-out, a reschedule fee will be charged.
8. To aid in collecting your judgement, tenant application on each defendant is needed on file. If none on file, a current employer and any bank account information will be useful.
9. If you have no information on your tenants, follow them to their employer, and/or obtain social security numbers on all tenants if you do not have on file.
10. If your tenant does not contest the eviction, a money judgment is not automatically filed. When your tenant either vacates or is locked-out, contact our office to request a default money judgment be filed or send in the collection agreement.
11. Please note the case title is Landlord's Last Name vs. Tenants Last Name. This is how your case is referenced.
12. There can be no late charges on a three-day notice to pay rent or quit.
13. Notices that are prepared and served by Fast Eviction Service are owned by Fast Eviction Service.
14. Tenant/defendants have the right to file motions, demurrers, answers, and bankruptcies in order to stall or get their day in court or buy time to delay.

FAST EVICTION SERVICE ACCEPTS VISA, MASTER CARD AND AMERICAN EXPRESS

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1. The filing fees at the court have increased only \$3 since they doubled last year. However, lockout fees for the Sheriff's have increased from **\$75** to **\$125** in just one year (2004-2005).
2. Many local courthouses have closed and have dramatically reduced their staff.
3. The majority of all county **sheriff's offices** are taking **3-4 days** to acknowledge receipt of final paperwork for lockouts and appear to be taking **7-15 days** to perfect a lockout.
4. Several sheriff offices have closed. These include: high and low desert (**Corona, Moreno Valley, Temecula, Hemet, Banning, Cathedral City, Palm Springs**), mountain areas (**Crestline, Big Bear, Joshua Tree, Barstow**), and some inland San Bernardino County areas (**Redlands, Chino, Highland, Colton**). Please ask staff for specifics.
5. Another huge change is the procedure to file new cases with the court. When a case is filed, the court wants the **notice, proof of service and rental agreement** attached with the new filing. This means that we are going to need all of these documents **before we can file the case**.
6. It has recently been decided by case law that on-site managers must be compensated at least minimum wage for all work done.
7. **Third-party claims** are on the rise again due to **rapidly increasing rent** and faster computer tracking of evicted tenants. It is becoming much harder for tenants to relocate.
8. **Federal bankruptcies** are on the rise again due to **higher rental rates**, which lead to higher money judgments. Bankruptcies can delay a case **20 to 30 days** and potentially wipe out all but the possession part of a judgment.
9. The state made the law permanent regarding **60-day notice** to vacate if the tenant has **lived there over a year** and a **60-day notice of change of terms of tenancy if the rent is increased over 10% of the actual rent**.
10. It is important for you to remember to schedule a **move-out walk through** and give tenant a chance to repair or cleanup before you deduct and send out your security disposition letter **within 21 days of the tenant vacating**.
11. Also, the **maximum deposit**, not last month's rent, can be **equal to 2 months rent**. If they have **liquid-filled furniture**, then it can be equal to **3 months total rent**. All deposits are refundable and there can be no automatic charges to a security deposit.
12. The state now has a website, courtesy of the **Department of Consumer Affairs**. The Department has set up what they have determined to be reasonable wear and tear schedules.
13. Do not pilfer or hold tenants personal belongings hostage after the lockout has taken place. **You are responsible for safeguarding their possessions for 15 days**. After the 15 days, you **must hold a public auction if the value of the belongings are over the value of \$300**. This is a very technical procedure so please ask our staff for specifics.
14. **Section 8 is great guaranteed income**. It's usually up to 3/4 of the total rent. However, there are many rules that apply and it is getting much tougher to terminate occupancy without specific causes.
15. **Legal Aid** is now sitting in and soliciting in most major courtrooms. Legal Aid funding comes from our taxes. Therefore, **landlords must begin writing letters to our state and federal lawmakers**. This soliciting is causing evictions to take **20-25 days longer**, which has gone up from 13-15 days.
16. Legal Aid has recently challenged late charges if they are not a small **simple one-time percentage charge such as 10%**.

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Eviction Fax Cover Sheet/Checklist

Date: _____

Property: _____

Address: _____

Email: _____

Phone: _____

Fax: _____

RE: _____ V. _____

(Owner/Property Name)

(Tenant(s)/Occupant(s))

Residents Names: _____ Email: _____

Residents Address: _____ Email: _____

Please forward the following information below:

____ **Notice Served to Tenant(s)**

____ **Proof of Service of Notice**

____ **Rental Agreement**

____ **Rent Increase(s)**

____ **Rental Application**

____ **Supporting Documents (Drivers License or ID, Receipts, Pictures, Witnesses, Police Reports)**

____ **Credit Card Authorization (If applicable)**

Sender's Signature

Sender's Names (Please Print)

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NEW CASE INFORMATION

PLEASE ANSWER ALL QUESTIONS. Any error could result in a dismissal or significant delay in your case which may result in additional costs / fees.

1. Name ALL individual owners / landlords of the property. _____

2. Is your property in the name of a Trust? If so, please specify name of trust, trustee, and date of trust:

3. Do you do business under a fictitious name? (Ex: John Doe dba Greenwood Apts.) (No) (Yes)
If yes, please provide county that your fictitious business name is filed in: _____
4. Do you want protection against unknown tenants (Arietta)? (Yes) (No) This protection is highly suggested for large families or tenants with subtenants. Arietta protection ensures that all known and unknown occupants are evicted. Without Arietta protection there is a possibility that the tenants can delay the eviction by having an unknown third party file a fraudulent claim with the court which delays the eviction by an additional two weeks or more and also requires that the attorney attend a hearing with your paying an appearance fee.
5. Have there been any rent increases (No) (Yes). If yes, please fax a copy of the most recent rent increase: **VERBAL RENT INCREASES ARE NOT VALID** and you may have a problem if the tenant never paid the increased amount.
6. If you have no written agreement or lost it, what date did your tenants move in? _____
NOTE: You cannot recover attorney fees without a signed rental agreement that provides for the recovery of attorney fees.
7. For 3 Day Notice cases: Is the amount on the notice only for the amount of rent owed? (Yes) (No)
WARNING: If late fees or other fees are included, you can possibly lose your case.
8. For 30/60 Day Notice cases: Have you accepted rent after the Notice Expires period? (Yes) (No)
9. Have there been any habitability complaints made by the tenants within the last 6 months? If so, specify example: plumbing problems, roof leaks, roaches / rodents. _____

Can you provide receipts for documentation of the repairs made? (Yes) (No) Not Applicable

Have you received notices or citations from Code Enforcement or the City? (Yes) (No) Not Applicable

FAILURE TO REVEAL HABITABILITY ISSUES NOW, COULD RESULT IN A POSSIBLE LOSS OF YOUR CASE!!!

10. Is any tenant on active duty in the Military? (Yes) (No)
11. Does your tenant receive Section 8 or Housing Assistance? _____

12. Please give a brief description of each tenant for serving purposes.

Example: Age, Race, Hair Color, Weight/Height. _____

Tenant #1 _____ Tenant #2 _____

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FAX COVER SHEET

ATTENTION: INTAKE DEPARTMENT

NEW EVICTION DOCUMENT CHECKLIST

DATE: _____

FROM: _____

EMAIL: _____

PHONE # _____ **FAX#** _____

(sender's name, address, telephone number)

RE: _____ **V.** _____

Landlord
(Owner/Apt. Complex Name)

Tenant(s) / Occupant(s)

EVICTION ADDRESS: _____

Enclosed please find the following:

- _____ **Eviction Take Sheet**
- _____ **Notice served to tenant(s)**
- _____ **Proof of Service of Notice**
- _____ **Rental Agreement**
- _____ **Rental Application**
- _____ **Rent Increase(s)**
- _____ **Credit Card Authorization**
- _____ **Supporting Documents (ie. pictures, receipts, witnesses, police reports)**

(sender's name and signature)

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EVICITION TAKE SHEET

3 Day

30 Day

60 Day

Foreclosure

Mobile

Credit Card Information: _____ Expiration Date: _____ Security Code: _____

Mobile Home Lender: _____

Address: _____

Mobile home Owner: _____

Manager: _____ Email: _____

Address: _____

City: _____ Zip: _____

Phone: _____ (Home) _____ Fax: _____

Are you a member of any Apartment Association?: _____

Owner: _____ Email: _____

Address: _____

City: _____ Zip: _____

Phone: (Work) _____ (Home) _____ Fax: _____

Tenants: _____ Email: _____

_____ Email: _____

Address: _____

City: _____ Zip: _____

Cross Street: _____

Monthly Rent \$ _____ Due Date: _____ Sec. Dep. \$ _____

Rental Agreement: Oral _____ Written _____ Move-In Date: _____

Amount Due \$ _____

From: _____ To: _____

Description:

	Tenant 1 (Him/Her)	Tenant 2 (Him/Her)
--	--------------------	--------------------

Height: _____

Weight: _____

Hair: _____

Employment: _____

Address: _____

Authorized By: _____ Date Taken: _____

3-DAY NOTICE TO PAY RENT OR VACATE PREMISES

[C.C.P. 1161 (2)]

_____	Owner(s)
Plaintiff(s)	
VS	

_____	Resident(s)
Defendant(s)	
	Does 1 to 10

TO: _____

AND ALL OTHER OCCUPANTS IN POSSESSION:

YOU ARE HEREBY NOTIFIED that pursuant to the lease or agreement dated _____ under which you hold the possession of the premises described in this notice, there is now due, unpaid, and delinquent rent in the following amounts for the following specified periods:

\$ _____ Due From _____, 20 _____ thru _____ 20 _____
\$ _____ Due From _____, 20 _____ thru _____ 20 _____
\$ _____ Due From _____, 20 _____ thru _____ 20 _____
\$ _____ Due From _____, 20 _____ thru _____ 20 _____

For a total sum of _____ (\$ _____).

YOU ARE FURTHER NOTIFIED that within three (3) days after service of this notice on you, you must pay the amount of rent stated in this notice in full or quit the premises and deliver up possession of the premises to the undersigned, who is authorized to receive possession of the premises, or the undersigned will institute legal proceedings for unlawful detainer against you to recover possession of the premises and to recover all rents and damages due.

YOU ARE FURTHER NOTIFIED that the undersigned elects and **does** declare a forfeiture of the lease or agreement if the rent stated in this notice is not paid in full within the three (3) days.

The premises that are the subject of this notice are described as _____

PERSON AUTHORIZED TO GIVE NOTICE

Dated _____, 20 _____ MONTH DAY

Person to pay: _____

Pay here: _____

Payment days and hours: _____

PHONE NO: _____

3-DAY NOTICE TO PAY RENT OR MOVE OUT

(FOR LEASE ONLY)

_____	Owner(s)
Plaintiff(s)	
VS	

_____	Resident(s)
Defendant(s)	
	Does 1 to 10

TO: _____, Residents AND ALL OTHERS IN POSSESSION TAKE NOTICE that you are justly indebted to the owner of the herein described premises: and notice is hereby given that pursuant to the lease and/or rental agreement under which you hold possession there is now due, unpaid and delinquent rent in the total sum of

_____ (\$).

\$ _____ Due From _____, 20 _____ thru _____ 20 _____

\$ _____ Due From _____, 20 _____ thru _____ 20 _____

\$ _____ Due From _____, 20 _____ thru _____ 20 _____

\$ _____ Due From _____, 20 _____ thru _____ 20 _____

YOU ARE FURTHER NOTIFIED that the undersigned does not elect to declare the forfeiture of your lease or rental agreement. This NOTICE is given pursuant to Section 1161 of the California Code of Civil Procedures. No personal checks will be accepted.

WITHIN THREE (3) DAYS after service on you of this notice, you are hereby required to pay the amount of the above stated rent in full OR quit the subject premises, move out, and deliver up possession to the owner and/or his authorized agent.

PLEASE TAKE FURTHER NOTICE that unless you pay the rent in full OR vacate the premises WITHIN THREE (3) DAYS as required by this notice, that the undersigned does hereby elect to institute legal proceedings for an unlawful detainer against you to recover possession of the premises plus court costs, attorney fees, and THREE TIMES THE AMOUNT OF RENT AND DAMAGES due as provided for by California law.

The premises herein referred to which are now held and/or occupied are located in the City of _____ County of _____, State of California and commonly known by the number and street of _____ apartment or suite number _____.

Dated _____, 20_____
MONTH DAY

PERSON AUTHORIZED TO GIVE NOTICE

Pay to: _____

Pay here: _____

Payment days and hours: _____

PHONE NO: _____

NOTICE TO PERFORM COVENANT (CURE) OR QUIT

TO: _____ (“Tenant”)

_____ (Street Address)

_____ (Street Address), (Unit/Apartment #)

_____ (City), (State) (Zip Code) (“Premises”)

NOTICE TO THE ABOVE-NAMED PERSON(S) AND ANY OTHER OCCUPANTS OF THE ABOVE-REFERENCED PREMISES:

WITHIN THREE (3) DAYS from service of this Notice, you are required to either:

1. Perform the following covenant or cure the following breach of your lease/rental agreement:

2. **Vacate the Premises and surrender possession.**

If you do not perform, cure the breach, or give up possession by the required time, a legal action will be filed seeking not only damages and possession, but also a statutory damage penalty of up to \$600.00 (California Code of Civil Procedure §1174). **NOTICE:** Pursuant to California Civil Code §1785.26, you are hereby notified that a negative credit report reflecting on your credit record may be submitted in the future to a credit reporting agency if you fail to fulfill the terms of our rental/credit obligations. Landlord declares a forfeiture of the lease if: **(i)** you do not perform as specified in paragraph 1; or **(ii)** the breach of your rental agreement is not cured and you continue to occupy the Premises.

Landlord: (Owner or Agent) _____ Date: _____

Address: _____ City, State, Zip: _____

Telephone: _____ Fax: _____

(Keep a copy for your records.)

30/60 DAY NOTICE OF TERMINATION OF TENANCY

CIVIL CODE 1946.1

___ 30 Days from the date of service of this notice (for tenancies less than one year)

___ 60 Days from the date of service of this notice (for tenancies one year or more)

Tenant: _____
and/or all other persons in possession of the premises described as:

Street Address: _____ Unit # _____

City, State, Zip: _____

TO TENANT(S) AND ALL OTHER PERSONS IN POSSESSION:

YOU ARE HEREBY NOTIFIED that the tenancy under which you occupy the premises shall end 30/60 days after the date of the service of copy of this notice upon you, and you are required to quit and deliver up possession of the premises to the undersigned on or before that date.

IF YOU FAIL TO DO SO, legal proceedings will be instituted against you for possession of the premises, for forfeiture of the rental agreement and for such monetary damages as may be allowed by law.

DATED: _____

Owner/Agent

Contact at: _____

THREE (3) DAY NOTICE TO QUIT

[C.C.P. 1161]

_____ Owner(s)
Plaintiff(s)

_____ Owner(s)
Defendant(s)

TO TENANT(S) AND ALL OTHER PERSONS IN POSSESSION:

YOU ARE HEREBY NOTIFIED that the tenancy under which you occupy the premises shall end three (3) days after the date of the service of copy of this notice upon you, and you are required to quit and deliver up possession of the premises to the undersigned on or before that date.

IF YOU FAIL TO DO SO, legal proceedings will be instituted against you for possession of the premises, for forfeiture of the rental agreement and for such monetary damages as may be allowed by law.

THE REASON FOR THIS NOTICE BEING SERVED IS:

(Dates, Times of Incident, Police Report #, Witnesses)

The premises herein referred to which are now held and/or occupied by you are located in the City of _____ County of _____ State of California and commonly known by the number and street name of _____ Apt./Suite # _____

DATED: _____ PHONE # _____

PERSON AUTHORIZED TO GIVE NOTICE: _____

DECLARATION OF SERVICE OF NOTICE(S) TO TENANT(S)

I, the undersigned, declare that I served the Notice(s) indicated below:

_____ Notice To Pay Rent Or Quit	_____ 3/90 Day Notice To Quit
_____ 3/60 Day Notice (mobile home)	_____ 30/60 Day Notice To Quit

The above described Notice(s) were served on the following named parties in the manner set forth below:

_____ 1. PERSONAL SERVICE By delivering a copy of the Notice(s) on _____, 20 ____ to each of the above named personally.

_____ 2. By leaving a copy for each of the above named parties on _____, 20 ____ with _____, a person 18 years of age or older and of suitable discretion at the residence or usual place of business of each of the above named parties, each being absent therefrom; and thereafter mailing a copy to each of the above named parties by depositing said copies in the United States Mail, in a sealed envelope, with postage fully prepaid, addressed to each of the above named parties at their place of residence at:

_____ 3. By posting a copy for each of the above named parties on _____, 20 ____ in a conspicuous place on the property herein described, there being no person 18 years of age or older and of suitable discretion to be found at any known place of residence or business of said tenants; and thereafter mailing a copy to each above named parties by depositing said copies in the United states Mail, in a sealed envelope, with postage fully prepaid, addressed to each of the above named parties at their place of residence at:

(Property Address): _____

At the time of service, I was at least 18 years of age. I declare under penalty of perjury that the foregoing is true and correct.

DATED: _____, 20 ____ , at _____, CA

SIGNATURE

PRINT NAME

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CREDIT CARD AUTHORIZATION

ATTN: _____ TODAY'S DATE: _____

Case Name: _____ Vs. _____

Owner's Telephone # _____ Email: _____ Fax: _____

I HEREBY AUTHORIZE FAST EVICTION SERVICE TO CHARGE MY CREDIT CARD

(VISA, MASTER CARD, AMERICAN EXPRESS, DISCOVER)

ACCOUNT# _____ CVV CODE : _____ EXP DATE: _____

Printed Name As It Appears On Credit Card: _____

Address As It Appears On Your Credit Card Statement:

Address _____ City _____ State Zip _____

FOR THE AMOUNT OF \$ _____

For the Following Services When I Am Not Present:

PLEASE CHECK ALL THAT MAY BE CHARGED

- PREPARATION OF RESIDENTIAL NOTICE (\$65.00 EACH)
- PREPARATION OF COMMERCIAL NOTICE (\$85.00 EACH)
- PREPARE AND SIGN DECLARATION OF SERVICE OF NOTICE (\$250.00) (Additional \$50.00 if Process Server needed in Court)
- PROCESS SERVER FEE FOR NORTHERN & CENTRAL CALIFORNIA (\$150.00-\$200.00)
- UNCONTESTED RESIDENTIAL EVICTION (\$615.00 Under \$10K depending on County)*
- UNCONTESTED RESIDENTIAL EVICTION RIVERSIDE COUNTY (\$639 Under \$10k)
- UNCONTESTED COMMERCIAL EVICTION (\$815.00 Under \$20k)
- COURT HEARING (If applicable) (\$250.00-Up)
- LOCK OUT/RE-POSTING (\$250.00)
- SMALL CLAIMS (\$175.00) (If more than 12 filings per year, call for price.)
- OTHER: _____

BY SIGNING AND INITIALING THIS CREDIT CARD AUTHORIZATION FORM, I AUTHORIZE FAST EVICTION SERVICE TO HANDLE THE ENTIRE EVICTION AND COLLECTION PROCESS AND TO CHARGE MY CREDIT CARD FOR THE AMOUNT SELECTED ABOVE. I ALSO UNDERSTAND THAT ONCE FAST EVICTION SERVICE HAS RENDERED SERVICES FOR THE ABOVE CHARGE THERE ARE NO REFUNDS. THIS PAYMENT AUTHORIZATION IS TO REMAIN IN FULL FORCE UNTIL I, _____, NOTIFY FAST EVICTION SERVICE OF ITS CANCELANATION BY SENDING IN WRITTEN NOTICE OF SUCH IN SUCH TIME AND IN SUCH MANNER TO ALLOW BOTH FAST EVICTION SERVICE AND THE RECEIVING INSTITUTION A REASONABLE OPPORTUNITY TO ACT ON IT

SIGNED, _____
CREDIT CARD HOLDER

Due To Your Credit Card Company's Refund Policy, Fast Eviction Service Will Be Deducting 4% From The Total Amount Of The Refund Along With A \$50.00 Processing Fee.

*Uncontested Residential Evictions Over \$10k or Uncontested Commercial Eviction Over 20k Please call for Price.

NOTICE TO ENTER DWELLING

(CC1954)

Pursuant to California Civil Code Section 1954, Owner does hereby give notice to:

_____, and

all persons in occupancy of the premises located at:

_____, California

that owner, owner's agent or owner's employees will enter said premises on or about

the _____ day of _____ 20 _____, during

normal business hours _____

for the reason set forth in the checked (X) numbered item below:

- _____ 1. To make necessary or agreed repairs
- _____ 2. Decorations
- _____ 3. Alterations or improvements
- _____ 4. Supply necessary or agreed services
- _____ 5. To exhibit the dwelling unit to prospective or actual purchasers
- _____ 6. To exhibit the dwelling unit to prospective mortgagors
- _____ 7. To exhibit the dwelling unit to prospective tenants
- _____ 8. To exhibit the dwelling unit to workmen or contractors
- _____ 9. Pursuant to Court Order
- _____ 10. To inspect watered or liquid-filled furniture
- _____ 11. Other:

DATED: _____ 20 _____

OWNER/AGENT

PHONE # _____

EMAIL _____

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RETAINER AGREEMENT • UNLAWFUL DETAINER

The undersigned Client hereby retains the attorney as his representative in an Unlawful Detainer Action regarding real property.

As compensation for the legal services herein only, Client agrees to pay the sum of \$_____ include all costs relative to filing fees, process serving fees, Sheriffs fees, and Writ of Possession fees which shall include all costs as above however no trial. In the event tenant files an answer there will be an extra \$_____ charge. An Arietta (3rd party claim) is \$_____ and a Bankruptcy Relief From Stay is \$_____. Client is aware that no specific result or judgment can be guaranteed and that no such representation is implied here and this retainer does not cover unexpected representations caused by defendant's filing of Demurrer, Bankruptcy, or possession claims by other than defendants named herein, nor special conferences with representing attorney(s) and all known/unknown agreements between client and defendant, oral or written. Cost of such unknown or unexpected circumstances shall be paid in advance by client herein at a sum agreed to by client unless agreed upon otherwise.

Client is aware that it is possible to complete the eviction within a certain time frame from date of service of the Summons and Complaint, providing RESTITUTION JUDGMENT only is requested with a Restitution Judgment, the time may be lengthened to allow the presiding judge or judge-pro-tem to approve the judgment. Time may also be lengthened because of above average work load with the court clerks, judges or sheriffs office. Client is further aware that this office will submit proper paperwork to proper courts at the proper times and cannot control the court system as to processing paperwork. Upon request, a money judgment will be obtained at no extra costs and will take from 4 to 6 weeks. No Abstract of judgment is obtained unless discussed.

In the event the Defendant files an answer, Client herein agrees to appear as a witness or designate a person knowledgeable of the facts pertaining to the within case to appear as a witness at trial. Client will be represented at trial by our designated attorney without further cost to client other than that cost herein above stated.

IF LANDLORD ACCEPTS ANY RENT AFTER SERVICE OF 3 DAY NOTICE THIS CASE IS VOID...

If client desires to place the money judgment for collection within these offices, a further fee of 40% shall be charged.

A consultation with an Attorney may be scheduled at a Normal Rate to ask any additional questions.

The undersigned client does hereby approve the terms of the above retainer agreement and have received a copy of same.

Date: _____

Name: _____

Home Phone: _____

Address: _____

Work Phone: _____

City, State, Zip: _____

Hours at Work: _____

Email: _____

Fax: _____

Fast Eviction Service

474 W. Orange Show Rd • San Bernardino, CA 92408 • (909) 889-2000 • (800) 686-8686 • Fax (909) 889-3900
www.fastevictionservice.com • intake@fastevictionservice.com

Meeting The Sheriff For A Lockout

1. You must arrange for a lock smith or change the locks yourself.
2. Be 15 minutes early and wait outside for the officer.
3. The officer will knock on the door, if there is no response, he/she will ask you to open the door.
4. Most of the time, the tenant will have moved out over the weekend or the night before.
5. If the tenant is there when the officer arrives, normally the officer will give them 5 to 15 minutes to get whatever they want out of the property and then will order them to vacate the premises. The officer will then inspect the premises and deliver possession to the person representing the owner.
6. If there are possessions left on the property, they must be stored 15 to 18 days and a notice must be mailed to the tenant stating how much the tenant must pay to get their belongings.
7. A charge of the daily rental value (on the reverse of the writ) can be charged for each day that the belongings are stored.
8. The tenants must be allowed to claim their belongings during normal working hours during those 15 to 18 day period of storage. **THE TENANT OR ANYONE NAMED ON THE WRIT MUST NOT BE ALLOWED TO RE-ENTER THE PREMISES.** A representative of the tenant may enter the premises with instructions to “only enter to remove possessions” ; they must be out of the premises before 5:00 p.m.
9. If the tenant never contacts you and the total value of everything abandoned is LESS than \$300.00 then the landlord may dispose of, as he sees fit. Throw it away, sell it for less than \$300.00 or keep it. I strongly suggest that pictures be taken, you may be sued at a later date.
10. If the total value is more than \$300.00, the property **MUST** be inventoried with a letter sent to the tenant, advertised in a local (legal) newspaper and sold at a public auction by a licensed auctioneer and the money turned over to the county tax collector.
11. The contents may be **IMMEDIATELY** removed from the premises and placed in storage. (However you may bear the cost.)
12. Cars qualify as personal property also.
13. Animals are always a special problem, if you have one, **CALL US!**

BE SAFE!

MOVE-IN/MOVE-OUT ITEMIZED STATEMENT

Resident Name(s)	Initial Inspection Date	Initial Inspection by	Final Inspection Date	Final Inspection By
Address/Apt.#	City	State	Zip	Move in Date
Email	Cell#			

The condition of these premises is clean, undamaged, in good working order and adequate for customary use unless otherwise noted hereon. Use codes and comments to describe exceptions. Cross out items not applicable.

CODES: **NCC** - Needs complete cleaning • **REP** - Replace • **SC** - Needs spot cleaning • **RPR** - Needs repair • **PT** - Needs painting • **SCR** - Scratched • **CLN** - Clean • **NEW** - New

Kitchen	Move-in Inspection	Initial Inspection (Residents option)	Final Inspection
Ceiling			
Doors			
Walls			
Floors			
Hood/Filter			
Fan/Light			
Microwave			
Counter top			
Sink/Faucets			
Drains/Disposal			
Cabinet/Doors			
Shelves/Drawers			
Under sink			
Windows			
Screens			
Window coverings			
Electric fixtures			
Light bulbs			
Stove/Oven			
Stove-Outside			
Burners			
Drip pans			
Vent			
Timer/Controls			
Oven surfaces			
Oven racks			
Broiler pan			
Light			
Refrigerator			
Inside (all parts)			
Outside			
Dishwasher			
Outside/Controls			
Inside (all parts)			
Dining Room			
Walls			
Ceiling			
Window coverings			
Shades			
Closet			
Doors			
Floor			
Windows			
Screens			
Electric fixtures			
Light bulbs			

Living Room	Move-in Inspection	Initial Inspection (Residents option)	Final Inspection
Walls			
Ceiling			
Doors			
Windows			
Screens			
Window coverings			
Floor			
Closet			
Electric fixtures			
Light bulbs			
Fireplace			
1st Bedroom			
Walls			
Ceiling			
Windows			
Screens			
Window coverings			
Doors			
Closet			
Floor			
Electric fixtures			
Light bulbs			
2nd Bedroom			
Walls			
Ceiling			
Windows			
Screens			
Window coverings			
Doors			
Closet			
Floor			
Electric fixtures			
Light bulbs			
3rd Bedroom			
Walls			
Ceiling			
Windows			
Screens			
Window coverings			
Doors			
Closet			
Floor			
Electric fixtures			
Light bulbs			
Other Room			
Walls			
Ceiling			
Closet/Cabinets			
Windows			
Window coverings			
Screen			
Floor			
Door			
Electric fixtures			
Light bulbs			

1st Bath	Move-in Inspection	Initial Inspection (Residents option)	Final Inspection
Ceiling			
Walls/Tile			
Floors			
Cabinets			
Shelves			
Doors			
Mirror			
Tub/Shower			
Caulking			
Shower Door/Tracks			
Basin			
Drains			
Faucets			
Counter tops			
Exhaust fan			
Bowl/Seat			
Towel racks			
Window			
Screen			
Electric fixtures			
Light bulbs			

2nd Bath			
Ceiling			
Walls/Tile			
Floors			
Cabinets			
Shelves			
Doors			
Mirror			
Tub/Shower			
Caulking			
Shower Door/Tracks			
Basin			
Drains			
Faucets			
Counter tops			
Exhaust fan			
Bowl/Seat			
Towel racks			
Window			
Screen			
Electric fixtures			
Light bulbs			

Systems			
Smoke detectors			
Furnace/Thermostat			
Air Conditioning			
Water Heater			
Water Softener			

Laundry Room			
Washer/Dryer			
Hookups			
Light fixtures			
Window/Coverings			
Floor			
Door			
Other			

Front Porch	Move-in Inspection	Initial Inspection (Residents option)	Final Inspection
Electric fixtures			
Light bulbs			
Back Porch			
Electric fixtures			
Light bulbs			
Garage/Carport			
Electric fixtures			
Light bulbs			
Remote/Opener			
Floor			
Walls			
Garage door			
Yard			
Landscaping			
Sprinklers			
Fences/Gates			
Other			
Number of Keys			
Door			
Laundry Room			
Mailbox			
Other			

According to state law:

Any security shall be held by the landlord for the tenant who is party to the lease or agreement. The claim of a tenant to the security shall be prior to the claim of any creditor for the landlord. (Civil Code Section 1950.5(d)). According to Civil Code Section 1950.5(b), the security deposit may be used by the owner for any purpose, including, but not limited to, any of the following:

- (1) The compensation of a landlord for a tenant's default in the payment rent.
- (2) The repair of damages to the premises, exclusive of ordinary wear and tear, caused by the tenant or by a guest or licensee of the tenant.
- (3) The cleaning of the premises upon termination of the tenancy necessary to return the unit to the same level of cleanliness it was in at the inception of the tenancy. The amendments to this paragraph enacted by the act adding this sentence shall apply only to tenancies for which the tenant's right to occupy begins after January 1, 2003. (Amendment underlined)
- (4) To remedy future defaults by the tenant in any obligation under this rental agreement to restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear, if the security deposit is authorized to be applied thereto by the rental agreement.

From the time of the initial inspection until the termination of the tenancy, the tenant may remedy the deficiencies identified in the initial inspection, in a manner consistent with the rights and obligations of the parties under the rental agreement, in order to avoid deductions from the security deposit.

The law allows the Owner/Agent to use the security deposit for legal deductions itemized in this statement that are not corrected by the Resident prior to the termination of the tenancy or that were not identified due to the presence of the Residents' possessions during the time of the initial inspection. It also allows Owner/Agent to use the security deposit to correct any damages that occur to the unit/property between the time of the initial inspection and the termination of the tenancy.

An itemized statement will be sent to you within 21 calendar days after the Owner/Agent has regained possession of the premises.

Move-In Inspection:

Resident: _____ Date: _____

Resident: _____ Date: _____

Resident: _____ Date: _____

Resident: _____ Date: _____

Owner/Agent: _____ Date: _____

Initial Inspection:

Owner/Agent: _____ Date: _____

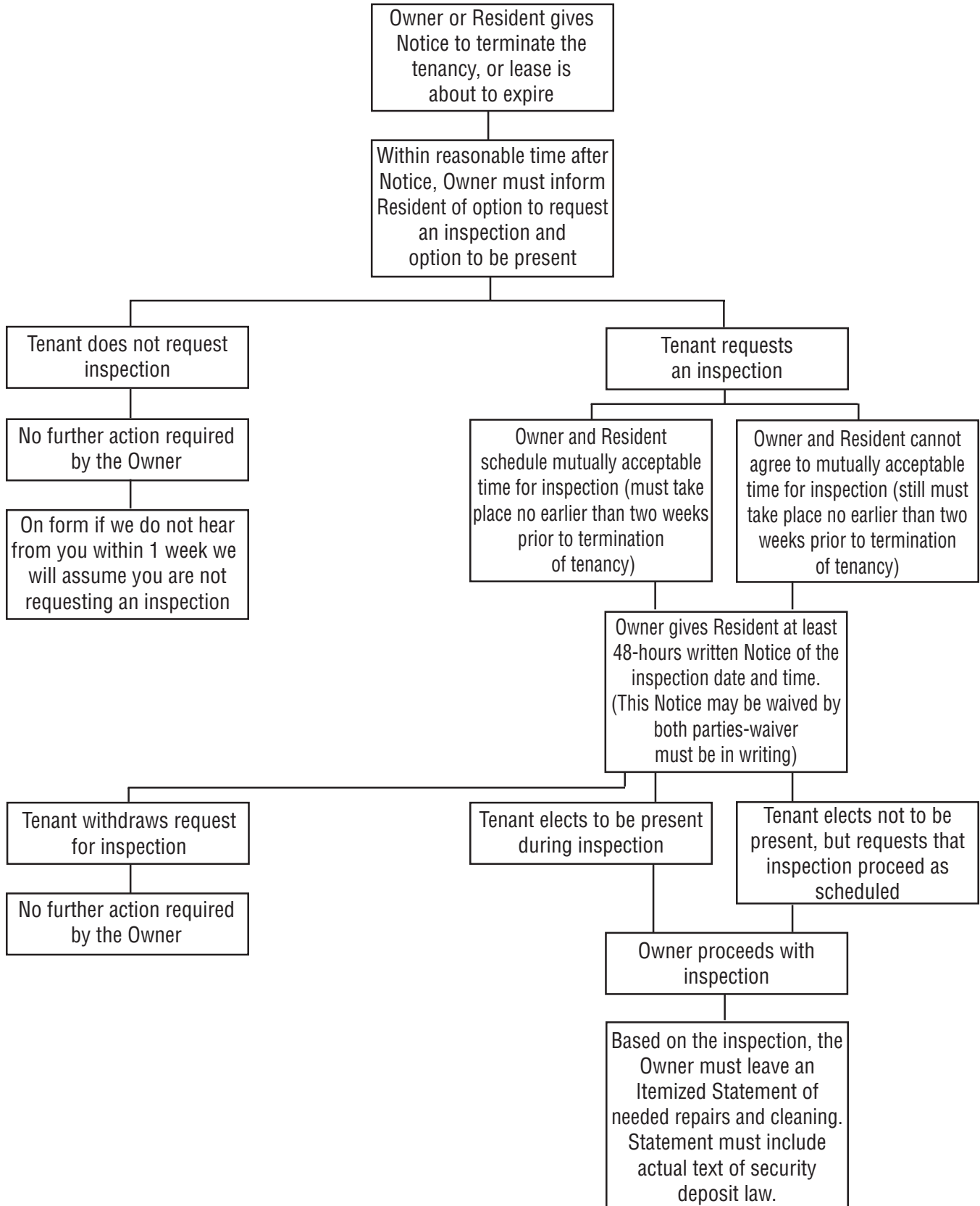
Move-Out Inspection:

Owner/Agent: _____ Date: _____

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AB 2330 WALK-THROUGH PROCESS Effective January 1, 2003



DISPOSITION OF SECURITY DEPOSIT

[PER CCP 1950.5 (e)]

Apt. project: _____

Tenant's name: _____

Apt. address: _____

Forwarding address: _____

Date of 30 Day Notice received in writing: _____

Date apt. vacated: _____ Rent paid to date: _____

Monthly rental rate: \$ _____ Daily rental rate: \$ _____

Move-in date: _____ Total deposits rec'd: \$ _____

DEDUCTIONS FROM DEPOSIT

Rent owed to vacate \$ _____

Rent owed to 30 Day Notice \$ _____

Apt. cleaning \$ _____

Carpet cleaning \$ _____

Drapery cleaning \$ _____

Painting \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

Total deductions: \$ _____

Total deposit received: \$ _____

Rent credit: \$ _____

Net refundable deposit to tenant: \$ _____

Balance due from tenant/landlord: \$ _____

Landlord:

If no forwarding address, mail to your vacated unit. If you are deducting \$125 or more, it is necessary to include receipts or estimates.