

**WARNING:** This notice is the  first  second  third  \_\_\_\_\_ three-day notice for nonpayment of rent, utility charges, or other reasonable incidental services that has been served upon you in the last 12 months. Pursuant to Civil Code § 798.56(e)(5), if you have been given a three-day notice to either pay rent, utility charges, or other reasonable incidental services or to vacate your tenancy on three or more occasions within a twelve month period, management is not required to give you a further three-day period to pay rent or vacate the tenancy before your tenancy can be terminated.

**THREE (3) DAY NOTICE TO PAY RENT OR QUIT  
AND SIXTY (60) DAY NOTICE TO TERMINATE POSSESSION**

TO: [Tenant Name]  
And all Homeowners (Hereinafter "Homeowners") in Possession;  
And to N/A and N/A  
And all Residents in Possession

PREMISES: [Street Address]  
[City, State, Zip Code]  
(Hereinafter the "Premises")

**WITHIN THREE (3) DAYS** after the service upon you of this Notice, the Homeowners, and each of them, are hereby required to pay the rent for the Premises, pursuant to the rental or lease agreement and rules and regulations under which the Homeowners now hold possession, or you are hereby required to quit and deliver up possession of the Premises to the Park Manager of [Mobile Home Park Name] ("Park"), who is authorized to receive same.

The **total** amount of rent due and owing is **[\$0,000.00]**.

*(If there was any partial payment, overpayment or Promotional/Forbearance Rent Credit):* This total amount of rent due and owing includes a credit for partial payment in the amount of [\$0.00] for the month of [N/A], [N/A], an overpayment of [\$000.00] for the month of [Month, Year], and/or a Promotional/Forbearance Rent Credit of [\$000.00] for the month of [Month] and [Month, Year], leaving a balance of [\$0,000.00] for such month. This amount is included in the total rent due and owing.

The **monthly** rental rate for the Premises is [\$0,000.00] per month.

*(If rent increased during period of default):* The rental rate for the subject Premises had been \$N/A per month until the rent increase date of N/A 1, N/A; thereafter, the monthly rent was [\$0,000.00] per month.

The amount which is delinquent and unpaid is for the time period from [Month Date, Year] through [Month Date, Year], including all adjustments, credits and partial payments, if any.

If Homeowners do not pay the total amount of rent due and owing within three (3) days after service of this Notice upon Homeowners and all Homeowners and Residents fail to quit and deliver up possession of the Premises, the owner of the Premises will institute legal proceedings against the Homeowners and Residents to declare the forfeiture of the lease or rental agreement under which the Homeowners occupy the Premises and to recover possession of the Premises, to recover rents and damages and recover reasonable attorneys' fees, plus Court costs.

*Rent must be paid by cashier's check or money order, made payable to: [Mobile Home Park Name] and delivered to: Onsite Office Manager, Park Manager, whose address is: [Street Address, City, State, Zip Code]; telephone [(000) 000-0000]. Payment may be made personally at the Park Office which is usually open from 8:30 a.m. to 5:00 p.m. on the following days: Monday through Friday. After normal business hours, payment may be made to the drop box at the address set forth in this paragraph.*

**YOU ARE FURTHER NOTIFIED** that the undersigned elects to and does declare the forfeiture of the lease or rental agreement under which the Homeowners hold possession of the Premises if the total amount of rent due and owing is not paid within three (3) days after service of this Notice.

**THIS NOTICE IS INTENDED AS A THREE (3) DAY NOTICE TO PAY RENT OR QUIT AS PROVIDED BY CALIFORNIA LAW.**

**THEREFORE, THIS IS TO NOTIFY BOTH HOMEOWNERS AND RESIDENTS THAT** if the Homeowners fail to pay the total amount of rent due and owing within the three (3) day time period stated above, Homeowners' tenancy is terminated. Within sixty (60) days after service of this Notice upon you, Homeowners and Residents are required to quit said Premises and Homeowners shall remove or sell the mobilehome, at Homeowners' expense, and deliver up possession of the Premises to the Park Manager who is authorized to receive possession thereof, or legal proceedings for unlawful detainer will be instituted against each of you by the owners of the Premises to declare Homeowners' rental or lease agreement forfeited, recover possession of said Premises and to recover rents and damages for any continued possession of said Premises together with Court costs and attorneys' fees. In other words, the additional time period provided for in this "Sixty (60) Day Notice" is provided only for the purpose of giving Homeowners a reasonable time in which to locate a place to move the mobilehome or sell it and does not extend the three (3) day time period after service of this Notice.

**THIS NOTICE IS INTENDED AS A SIXTY (60) DAY NOTICE TO TERMINATE POSSESSION AS PROVIDED BY CALIFORNIA LAW.**

*This notice and its contents, conditions and demands cannot be modified, amended, waived, rescinded or otherwise abrogated unless by written agreement signed by park management or park owner.*

Homeowners' tenancy or leasehold will not be reinstated or renewed by an attempted payment after the three (3) day period after service of this Notice.

Within the sixty days after service of this Notice, Homeowner may advertise the mobilehome for sale and sell or otherwise transfer it, but Homeowner may not represent that the mobilehome may remain at its present location after it is sold or otherwise transferred unless Homeowner pays past due rent and utilities upon the sale of the mobilehome as provided by Civil Code § 798.55(b)(1) and (2). The Park reserves its right to require removal of the mobilehome pursuant to Civil Code § 798.73. After the expiration of such sixty (60) day period, the mobilehome may not remain at its present location and must be removed on sale or other transfer.

*Our attorneys, Hart King, have reviewed this Notice and, if payment has not been received in a timely manner, this matter may be referred to Hart King for further action.*

**WARNING:** The California Civil Code § 798.85, commonly known as the "Mobilehome Residency Law," provides as follows:

"In any action arising out of the provisions of this chapter the prevailing party shall be entitled to reasonable attorney's fees and costs. A party shall be deemed a prevailing party for the purposes of this section if the judgment is rendered in his or her favor or where the litigation is dismissed in his or her favor prior to or during the trial, unless the parties otherwise agree in the settlement or compromise."

DATED: [Month Date, Year]

By: \_\_\_\_\_  
Authorized Agent for  
[MHP Name], [Agent First Last Name]