

SUPERIOR COURT OF CALIFORNIA, COUNTY OF YOLO		
COURTHOUSE ADDRESS: 1000 MAIN STREET WOODLAND, CA 95695		
PLAINTIFF:		
DEFENDANT:		CASE:
UNLAWFUL DETAINER STIPULATION AND ORDER		HEARING DATE:
		HEARING TIME:
		DEPARTMENT:

The Landlord and Tenants in this case agree to the following.

The rental property address is _____

1. POSSESSION

- Tenants have already moved out. Possession is no longer at issue. The lease is terminated.
- Tenants will move out of the property on or before this date and time _____. Tenants agree to leave the premises in a clean and orderly condition, free of debris, trash, garbage, and all personal items. Any personal items remaining will be deemed abandoned and Landlord will have the right to dispose of any abandoned personal items. The rental agreement is terminated on the move out date and time stated above. Tenants will return keys/ possession by _____.
- Tenants will keep possession of the property.

2. PAYMENT

- Landlord waives and releases for all time all monetary claims Landlord has against Tenants. Tenants will not owe any money to Landlord.
- Landlord waives and releases for all time all monetary claims Landlord has against Tenants except that Tenants will pay to Landlord:

Past Due Rent \$ _____	Holdover Damages \$ _____
Attorneys Fees \$ _____	Costs \$ _____
Other Amounts \$ _____	

- Each party will pay their own attorneys fees and costs.
- The security deposit will be handled according to California law.

3. FORM OF PAYMENT

Tenants will pay the amount described above by:

- Form: Cashier's Check; Money Order; Electronic Transfer; Check; or _____
- How:
 - Personal Delivery, during the following days and times _____
 - Mail, postmarked or received on or before the date(s) below; or
 - _____
- Made payable to: _____
- Location: _____
- Timing:
 - Lump sum payment on or before _____
 - Installment payments of \$ _____ on or before _____ until the total agreed amount is paid in full.

There is a grace period of _____ days.

4. OTHER

If the Tenants comply with this agreement, Landlord must dismiss the action with prejudice within _____ days of full compliance. If Landlord does not dismiss, Tenants may file an ex parte declaration of noncompliance and request a dismissal from the Court.

If the Tenants do not comply with this agreement, Landlord may: (1) submit an ex parte declaration setting forth the Tenants' noncompliance; (2) request a writ of possession, which may issue upon entry of Judgment; and (3) request a judgment for immediate possession of the property and a money judgment for the unpaid balance of the amount due under this agreement or the amount demanded in the Complaint.

If the Landlord files a declaration of noncompliance, the Landlord must notify the Tenants by phone _____ and email _____. The Tenants will then have _____ court days to file a declaration disputing Landlord's declaration of noncompliance and to request a hearing where the Court will decide if the Tenants complied. If Tenants do not timely file a declaration disputing Landlord's declaration of noncompliance or if the Court finds that the Tenants did not comply, then the Court may (1) issue a writ of possession and (2) enter judgment for immediate possession and a money judgment for the unpaid balance of the amount due under this agreement or the amount demanded in the Complaint.

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- All adults who occupy the rental property are named as Defendants in the complaint. No other adult lives in the rental property or has a right to live there.
- If asked by prospective landlords, Landlord will provide a neutral rental reference for Tenants, which means that they will only verify the dates/ duration of the tenancy.
- This case shall remain sealed pursuant to Code of Civil Procedure § 1161.2(a)(2).
- The Court shall retain jurisdiction over the parties to enforce this settlement pursuant to Code of Civil Procedure § 664.6 until all parties fully perform the terms of this agreement.
- Additional terms and conditions:

Date

 Plaintiff Defendant Authorized Agent Attorney
Printed Name:

Date

 Plaintiff Defendant Authorized Agent Attorney
Printed Name:

Date

 Plaintiff Defendant Authorized Agent Attorney
Printed Name:

Date

 Plaintiff Defendant Authorized Agent Attorney
Printed Name:

The Court has considered the Unlawful Detainer Settlement Agreement. **It is so ordered:**

Date

Judicial Officer