

SW Realty LLC.
NOTICE OF INTENT TO TERMINATE RENTAL AGREEMENT
FOR NON-PAYMENT OF RENT

Date:

Resident: Resident:

Resident: Resident:

Resident: Resident:

Address: 2625 E. Indian School Rd. Phoenix, AZ 85016

Apartment #

Be advised that the filing of a lawsuit against you for forcible detainer by Sonora West Reality LLC is imminent because you have been in arrears on the payment of your rent for 2625 E. Indian School Rd. Phoenix, Arizona, since _____ in the amount of \$ _____. As provided in your Rental Agreement, Resident agrees and understands that if the total monthly rent is not received by closing time on the 5th day of the month, a late charge of **\$50.00** will be added to the rent. An additional charge of **\$20.00** has been added for each day thereafter for 3 days, which will continue to accrue at that rate if rent remains unpaid

If legal action is instituted, not only is it likely that the court will award judgement to Management for the above sum and order that you vacate the premises, but it is likely that you will be ordered to pay all court costs and attorney fees.

We would like to give you an opportunity to resolve this matter prior to the initiation of legal action. It will save all involved time, energy and money. To do so, you must contact your Property Manager immediately and deliver the full sum due with **CERTIFIED FUNDS (personal checks will not be accepted)**. **Please take payment to the Biltmore Promenade Management office Unit #111**

Absent the above action, be advised that, pursuant to A.R.S. 12-1171(A)(1), it is hereby demanded that you surrender the above-described premises forthwith. If you have not complied with the demand for possession on the sixth (6th) day after notice herein, you will be deemed by law to be in forcible detainer.

Further, pursuant to A.R.S. 33-1368(B), you are hereby notified that each day your rent continues to be delinquent, within a minimum of five (5) days from the date hereof, will, without further act or notice by Management, result in the immediate termination of your Rental Agreement as of this date _____ or five (5) days after receipt of this Notice. Management expressly does not waive the right to bring an action against you for all unpaid rent from the date of your vacating the premises until such time as the premises is re-rented or your fixed lease term expires, whichever comes first. You are given notice herein that you shall be liable for said sums.

If you fail to pay the aforesaid sum, plus any additional late charges within the time specified herein and continue to occupy the premises past the terminate date, legal action will be brought against you for eviction and recovery of possession, monetary damages, reasonable attorney's fees and costs. Furthermore, if your occupancy beyond the terminate date is intentional, then pursuant to A.R.S. 33-1362 (C) and 33-1375 (C), you may also be subject to additional damages equal to twice your monthly rent or twice Management's actual damages, whichever is greater.

You are liable for the full term of your Rental Agreement and will be held to this contract during court action pursuant to the Owner. If you are on a month-to-month tenancy, then you are liable for all unpaid rent from the date you vacate the premises until such time as the premises is re-rented or thirty (30) days have expired from your next periodic due date, whichever comes first.

Allison Sommerhalter
Sonora West Reality LLC

A copy of this notice was delivered to resident:

Xxx By hand;

By mailing to resident's address as indicated in the Rental Agreement via certified mail return receipt requested;

On the ____ day of _____, 2009.

By _____