COMMERCIAL EVICTION NOTICE

Date: _____

To: _____, Tenant

Premises: _____

From: _____, Landlord

This notice is given by the Landlord to the Tenant under the lease dated _____ (the "Lease") for the commercial premises above (the "Premises"). In this notice, "you" means the Tenant.

1. REASON FOR THIS NOTICE

(check one) [ ] Unpaid rent [ ] Breach of the Lease other than rent [ ] End of the Lease term or of a periodic tenancy [ ] Illegal use or nuisance at the Premises [ ] Other: _____

Details: _____

2. RENT DUE (UNPAID RENT ONLY)

Rent period: _____ Amount: _____

Rent period: _____ Amount: _____

Late charges payable as additional rent (only if the Lease defines late charges as rent): _____

Total Due: _____

Pay to _____ at _____, telephone _____. Payment in person may be made _____.

3. DEMAND

Within _____ days after this notice is served on you, you must (check one) [ ] pay the Total Due in full [ ] cure the breach as follows: _____ [ ] stop the conduct described above [ ] complete this action: _____, or vacate the Premises and deliver possession to the Landlord.

[ ] End of tenancy: you must vacate the Premises and deliver possession to the Landlord on or before _____.

If you do not, the Landlord intends to start legal proceedings to recover possession of the Premises, together with the rent and other amounts the Lease and the law allow. Notice periods differ by state and by ground, and many states set their own required wording; check your state's statute and your lease before you fill in the number of days.

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4. RESERVATION OF RIGHTS

This notice does not waive any right or remedy the Landlord has under the Lease or the law, including amounts owed by any guarantor. The Landlord's acceptance of a partial payment after this notice is served does not waive this notice or any of the Landlord's rights, unless the Landlord agrees otherwise in writing or the law requires otherwise.

Copy to (guarantor, if any): _____

5. CERTIFICATE OF SERVICE

I served a copy of this notice on the Tenant on _____, at _____ (time), by (check one) [ ] handing a copy to the Tenant or its officer, manager or agent [ ] leaving a copy with a person in charge at the Premises and mailing a copy [ ] posting a copy at the Premises and mailing a copy [ ] certified mail [ ] first-class mail. I certify under penalty of perjury under the laws of the state where the Premises are located that the statements in this certificate are true and correct.

Served by (signature): _____ Printed name: _____

SIGNATURES

Landlord or agent (name, title and company)

Signature: _____ Date: _____

Printed Name: _____

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