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| ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar Number, and Address) TELEPHONE NO: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): | FOR COURT USE ONLY |
| NAME OF COURT: SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO STREET ADDRESS: 301 BICENTENNIAL CIRCLE MAILING ADDRESS: UNLAWFUL DETAINER UNIT CITY AND ZIP CODE: SACRAMENTO, CA 95826 BRANCH NAME: CAROL MILLER JUSTICE CENTER PHONE: (916) 875-7746 | |
| PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT: | |
| DECLARATION IN SUPPORT OF APPLICATION FOR DEFAULT JUDGMENT (UNLAWFUL DETAINER) | CASE NUMBER: |

(Check applicable boxes and complete lines where appropriate.)

1. I, _____, declare that:
 - I am the owner of the subject property.
 - I am the property manager of the subject property and a true copy of the written management agreement is attached as Exhibit _____.

2. Plaintiff's interest in the premises is as owner as an assignee of the owner's interest in the premises under a written assignment.

3. The property is described in the complaint and located at _____
 _____, County of Sacramento, California.

4. Defendant(s) is/are tenant(s) of the premises and agreed to rent the subject premises pursuant to a
 written oral agreement. The written agreement was signed by _____
 _____ and a true and correct copy is attached hereto and marked as
 Exhibit _____

5. Rent under the agreement was established at \$ _____ payable monthly other (specify)

- The agreement was later changed as follows:

- Other terms and conditions of the tenancy relevant to this application are:

6. The defendant(s) took possession of the premises on _____ and was/were in possession of the premises when the complaint was filed.

Defendant(s) has not vacated the premises as of the date of this declaration.

Defendant(s) vacated the premises on _____.

7. Rent is due and unpaid since _____.

8. A 3-day notice 30-day notice has been served on defendant(s) pay rent or quit

quit possession of the premises. Service of the notice was effected by _____ . A true and correct copy of the notice with proof of service attached hereto and marked as Exhibit _____.

9. The period stated in the notice expired on ____/____/_____ and defendant(s) failed to comply with the requirements of the notice by that date.

10. The rent demanded in the 3-day notice is in the amount of \$ _____ which covers the rental period from ____/____/____ through ____/____/____.

11. The daily fair market rental rate for the premises is \$ _____. Damages for daily rental losses which accrued after the rental period covered by the three-day notice and through the time that the defendant(s) unlawfully detained the premises is \$ _____ which is based on _____ in which defendant(s) remained in unlawful possession.

12. The total rent and damages sought is \$ _____.

13. Court costs actually incurred and included in the application for default judgment total \$ _____.

14. The written rental agreement contains a provision for attorney's fee. Plaintiff(s) request attorney's fees in the amount of \$ _____. pursuant to the court fee schedule set forth in Consolidated Local Rule 9.12

as justified for the following reasons:

15. Plaintiff requests forfeiture of lease/agreement.

16. The facts stated above are within my personal knowledge except the following facts which have been set forth on information and belief and based upon the sources here after identified: _____

If called and sworn as a witness in this proceeding, I can testify competently to the above facts.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: ____/____/_____

Signature: _____