

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SONOMA	(Court Use Only)
PLAINTIFF(S)/PETITIONER(S):	
DEFENDANT(S)/RESPONDENT(S):	
SETTLEMENT AGREEMENT AND COURT ORDER (UNLAWFUL DETAINER)	Case Number: MCV-

NOTE: This form is an Agreement between the parties to resolve the issues in this Unlawful Detainer instead of going to trial. In its final form, this Agreement shall become an enforceable Order of the court in this Unlawful Detainer action. This form is not a judgment in favor of either party. This Agreement provides that should the Defendant comply with all of its provisions, then this Unlawful Detainer action shall be dismissed. This Agreement further provides that should the Defendant fail to comply with certain provisions, the Plaintiff, upon application to the court, with sufficient advance notice to the Defendant, shall be entitled to the entry of a judgment for the relief sought in the Unlawful Detainer complaint. The parties shall choose the provisions they wish to have as part of this Agreement by putting an "X" in the appropriate box. This form includes an attachment with optional additional provisions to add to the Agreement.

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff (s) (name)

_____ and
 Defendant(s) (name) _____

concerning the premises known as

(address of property at issue) _____
 (hereinafter "the premises") that:

1. This Unlawful Detainer action is hereby removed from the court trial calendar because possession is no longer an issue.
2. On or before (time of day) _____ on (date) _____ Defendant(s) shall surrender possession of the premises to Plaintiff(s) and turn in the keys to Plaintiff or Plaintiff's agent at (address if applicable): _____.
3. Upon execution of this Agreement, Defendant(s) shall immediately pay to Plaintiff the amount of \$ _____ as and for rent owing to Plaintiff for the period of time from (date) _____ to (date) _____.
4. On or before (time of day) _____ on (date) _____ Defendant(s) shall pay to Plaintiff(s) the amount of \$ _____ as and for rent owing to Plaintiff for the period of time from (date) _____ to (date) _____.
5. Plaintiff(s) hereby waives all rent and rental damages due from Defendant(s) through (date) _____.
6. If the parties perform all of the obligations of this Agreement, Plaintiff(s) shall file a "Request for Dismissal, Entire Action", [Judicial Council form #982(a)(5)] within forty-five (45) days of the filing date of this Agreement or not later than three weeks from its satisfactory conclusion, whichever occurs last. If either party defaults, then either party, by order of the court, shall have judgment entered as set forth herein, upon ex parte application to the court setting forth the default. *NOTE: Any party contemplating an ex parte application should check with the Civil Division of the court to confirm current ex parte procedures. Information about the court's Civil ex parte procedures can be found on the court's website.*

PLAINTIFF DEFENDANT

CASE NUMBER

7. A party making an ex parte application to the court under this agreement shall provide at least 24 hours advance written notice to the opposing party of its intent to make the ex parte application. The Notice shall be provided in writing to the other party, or the party's attorney as follows:

Address of Plaintiff (s): _____

Address of Defendant (s): _____

The parties shall notify each other immediately of any changes in the above referenced addresses.

8. This matter is set for court review on (date) _____ at (time) _____ in Department _____. *NOTE: If either party intends to appear at that review date, they must give notice to the other party as called for herein, that they will be appearing along with the reason for that appearance. If neither party appears for the court review, and the Plaintiff (s) has not filed a Request for Dismissal, Entire Action, the court will dismiss this Unlawful Detainer action without prejudice.*

9. The parties hereby incorporate as though set forth herein, the additional provisions set forth in Attachment _____ to this Agreement.

10. With respect to the payment of funds contemplated by this Agreement, the form of payment shall by:
_____ Cash (with receipt) _____ Certified Check/Money Order _____ Personal Check

11. No terms, conditions or performances set forth or incorporated herein are intended to, nor shall be construed to, establish or reestablish a landlord-tenant relationship between any of the parties hereto. No payments made herein shall be characterized as rent.

DATED: _____ Plaintiff(s) _____ Defendant(s) _____

Attorney's approval as to form: _____

ORDER

GOOD CAUSE APPEARING, it is so ordered.

DATED: _____

Judge / Commissioner of the Superior Court

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ATTACHMENT (Number): _____ TO SETTLEMENT AGREEMENT AND COURT ORDER Page ____ of ____

INCORPORATED ADDITIONAL TERMS AND CONDITIONS

- _____ Defendant(s) herein agree that the voluntary or involuntary surrender of possession of the subject premises shall act as and constitute a no recourse waiver of all of Defendant(s) rights to reclaim any personal property remaining thereafter upon the subject premises, regardless of character or value. By such waiver, Defendant(s) agree that they shall have specifically waived all provisions set forth in California Civil Code Sections 1980 through 1991, regarding the disposition of such abandoned personal property. Defendant(s) herein agree that Plaintiff(s), without any notice to Defendant(s), shall have the sole discretionary right to dispose of, in any way Plaintiff(s) chooses and without any accounting thereof, all such personal property. Any post surrender efforts of Plaintiff(s) to accommodate the return of any such property to Defendant(s) shall not constitute a waiver by Plaintiff(s) of any of the terms set forth herein.
- _____ In consideration of the terms of this Stipulated Agreement, Defendant(s) herein waives any further stays of execution or the right to petition for relief from forfeiture pursuant to Code of Civil Procedure §1179.
- _____ Plaintiff(s) shall apply Defendant(s)' Security Deposit to amounts owed without statutory accounting of same.
- _____ Rent and rental damages shall be prorated to and not accrue beyond actual surrender date of premises.
- _____ Defendant(s) herein agree that they, by their signatures hereon, shall have waived all rights to any initial (pre move out) inspection provided to them by California Civil Code §1950.5. Defendant(s) herein irrevocably choose not to request such an initial inspection and by this statement, shall relieve Plaintiff of all responsibilities and duties set forth in said civil code section.
- _____ No terms, conditions or performances set forth or incorporated herein, are intended nor shall be construed for the purpose of establishing or re-establishing a landlord-tenant relationship between any of the parties hereto. No payments made herein shall be characterized as rent.
- _____ This is a full and mutual release of all other claims between these parties arising out of this tenancy, including all claims known and unknown (except for any claims of these parties regarding the disposition of the security deposits and claims there under, including but not limited to damages to the premises) [_____] [_____], and the parties specifically waive all rights under California Civil Code § 1542, which reads as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the releases, which if known by him, must have materially affected his settlement with the debtor.
This mutual release shall survive the dismissal of this action.
- _____ A fax copy of this Stipulation, bearing the faxed signatures of all signatories hereto, may be used for all purposes in lieu of the original. This Stipulation may be executed in counterparts, with the sum of the counterparts, whether executed by fax or otherwise, being the equivalent in legal contemplation of one fully executed original.
- _____ Defendant(s) shall pay plaintiff(s) the amount of \$_____ to be paid n installments. Defendant(s) are jointly and severely responsible for any Judgment entered pursuant to default. Said payments shall be made monthly in the minimum amount of \$_____, on or before the _____ day of the month, beginning on _____, until paid in full.

Initials: Plaintiff(s): _____

Defendant(s): _____

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INCORPORATED ADDITIONAL TERMS AND CONDITIONS

____ The security deposit shall first be applied to pay for cost of repair of physical damage or needed cleaning to the subject unit. The balance of the security deposit shall be applied to the amount owed by defendant(s) to plaintiff(s) as set forth above.

____ If contacted by a prospective Landlord for Defendant (s) for the purpose of providing a reference for Defendant (s), Plaintiff(s), its agents, employees and assigns, shall provide a neutral reference that is not disparaging in any way to Defendant (s).

Initials: Plaintiff(s): _____

Defendant(s): _____

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INCORPORATED ADDITIONAL TERMS AND CONDITIONS

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Initials: Plaintiff(s): _____

Defendant(s): _____