



UNLAWFUL DETAINER QUESTIONNAIRE (EVICTION)

LANDLORD

Name (s) _____

Address _____

Email address _____

Phone _____

Individual Public Agency Partnership Corp

Trust dba name _____

Are you the owner Yes No

Name & Address of the owner _____

What is your interest? _____

RENTAL AGREEMENT INFORMATION:

*Date Defendants agreed to rent premises _____

Month to Month Other _____

*Original Rent amount \$ _____

*Written agreement Oral agreement

Agreement made with: Plaintiff Agent _____

*Do you have a copy of the agreement? Yes No

*Was the original contract changed? Yes No

If Yes, How? _____

Do you have a copy of the changed agreement? Yes No

*How much rent is currently due? _____

\$ _____ for the month _____

\$ _____ for the month _____

\$ _____ for the month _____

\$ _____ for the month _____

*Are you seeking termination of tenancy based on factors other than rent owed? Yes No

*How would you like to receive the delinquent rent? Bank Deposit / In Person?

***Bank Deposit:** Yes No

*Bank Name: _____

*Name on Account: _____

*Bank Account Number: _____

***In Person:** Yes No

Address: _____

TENANTS / DEFENDANTS

Name (s) : _____

Property address _____

How many children under 18 live on the premises? _____

Name (s) _____

TERMINATION OF TENANCY

Has a notice been served to terminate tenancy? Yes [] No []

Do you have a copy of the notice? Yes [] No []

If yes, check below which notice was served:

Date served? _____

Who was served? _____

How was service of the notice? Personal [] Sub service [] Posted / Mailing []

Date Mailed _____ If no, check which notice you want prepared:

[] 3 Day Notice to Quit (If tenants are in violation of a term on the written lease agreement)

[] 3 Day Notice to Pay or Quit (If tenants are delinquent in rental payments with a written lease agreement)

30 Day Notice to Vacate (If tenants have lived at premises for under 1 year)

[] 60 Day Notice to Vacate (If tenants have lived at premises for over 1 year)

[] 90 Day Notice to Vacate (If tenants have government housing)

*Are there unknown occupants? Yes [] No []

*Do you want to serve unknown occupants? Yes [] No []

JUDGEMENT / EVICTION

*What type of judgment do you want? Premise [] & w Money Judgment []

Do you think you may qualify for a Fee Waiver? Yes No

Do you want our office to prepare a Request for Fee Waiver? Yes No

Do you want statutory damages up to \$600 Yes [] No []

If your case goes to a formal hearing, do you want to pay for a jury trial? Yes [] No []

ACKNOWLEDGMENT AND AUTHORIZATION

I understand that the Document Assistant (LDA or UDA) preparing my documents is NOT an attorney, cannot select forms and DOES NOT give legal advice. I hereby direct the LDA or UDA to type and perform certain services as outlined in the Contract for Services which we each executed regarding this matter. I further declare that the foregoing information which I have provided is, to the best of my knowledge, true and correct.

Date: _____

Signature: _____

NOTICE TO CONSUMER

DO NOT SIGN ANYTHING BEFORE YOU READ THIS PAGE

In the first conversation when you contacted the legal document assistant did he/she explain...

that *Legal Document Assistants* is not an attorney, and

***Legal Document Assistants* is not a law firm.**

***Legal Document Assistants* cannot represent you in court.**

***Legal Document Assistants* cannot advise you about your legal rights or the law.**

***Legal Document Assistants* cannot select legal forms for you.**

Angela Jones is registered in *Sacramento* County, and the registration number is 2016-01. UDA registration number is 2017-01. To confirm that *Angela Jones* is registered, you may contact the *Sacramento* County clerk's office at: 916-874-6334

Choose one:

Yes, he/she explained.

No, he/she did not explain.

Date: _____

Signature: _____

Signature: _____



LDA PRO

Legal Document Assistants

**3550 Watt Ave., Suite 140
Sacramento CA 95821
(916) 620-2446
Contact@LDAPRO.com**

**LEGAL DOCUMENT ASSISTANT
CONTRACT FOR SELF-HELP SERVICES**

**This is a contract between Legal Document Assistants and you,
_____ , for the self-help services described in
Part I below. I am the "legal document assistant" and you are the "client."**

IMPORTANT NOTICES

1. You should read and understand this entire contract before you sign it. You should understand the kinds of services that I can and cannot perform for you (see Part I below).
- 2. I am not an attorney. I cannot perform the legal services that an attorney performs. I cannot engage in the practice of law.**
- 3. The county clerk has not evaluated *or* approved my knowledge or experience or the quality of my services.**
4. I cannot keep your original documents if you request that I return them to you. I cannot keep your original documents if you and I do not sign this contract or if this contract terminates (ends) for any reason. I cannot keep your original documents after all the contract services have been provided (see Part I below). It is a violation of California law if I keep your original documents under any of these circumstances.
5. It is a violation of California law if I make any false or misleading statement to you.
6. I cannot obtain special favors from, and I do not have any special influence with, any court or any state or federal agency.
7. As required by law, I have filed a bond or made a cash deposit and have registered as a legal document assistant in each county where I will perform services on your behalf.

I. SELF-HELP SERVICES

Kinds of services that I can perform for you: I can perform the following self-help services for you in connection with a legal matter in which you are representing yourself: I can type or otherwise complete, as you specifically direct, legal documents that you have selected. I can provide you general published factual legal information that has been written or approved by an attorney, to help you represent yourself. I can provide you published legal documents. I can file and serve legal forms and documents as you specifically direct.

These are the only kinds of services that I can perform for you. I cannot provide you any service if you need additional services. If you need additional services, then you require the services of an attorney.

Kinds of services that I cannot perform for you: I cannot provide you any self-help service unless you are representing yourself in a legal matter and the self-help service relates to that legal matter.

I cannot engage in the practice of law. This means that I cannot give you any kind of advice, explanation, opinion or recommendation about possible legal rights, remedies, defenses, strategies or options that you may have. I cannot give you any advice, explanation, opinion or recommendation regarding selection of forms.

II. FEES AND EXPENSES

You agree to pay me the following fees, costs and expenses for an uncontested eviction:

A. (1st Payment)

Notice \$99 Plus \$59 for Local Service Of Process

Notice to Pay, Notice to Perform, or Notice to Vacate Preparation & Service

B. (2nd Payment Upon Expiration of Notice)

Uncontested Eviction with Premise Only \$89

Preparing, Serving, and Filing Eviction / Unlawful Detainer Paperwork

C. Optional / Additional Fees

Outside Of Local Counties / Cities Service Of Process: \$99 Per Serve (Includes 5 attempts)

Money Judgment \$99

Request For Order To Post & Mail + Service \$99 Plus \$39 Service Of Process

(Only billed if Defendants are not able to be served after 3 attempts.)

Contested Eviction - Attorney Trial Appearance (2 Hour) - \$289 and \$145 per hour after that.

Requires Separate Contract For Services With Cooperating Attorney. Additional Fees Not Included.

Pro Per - No Additional Fee

D. Mandatory Court Filing Fees (Unless You Qualify for a Fee Waiver)

Individual Landlord (s) -

Initial Filing - \$240

Writ of Possession - \$25

Sheriff Lockout Fee - \$145

Entity Landlord (DBA, Corporation, Trust, Etc.) -

Initial Filing \$380

You are paying me only for those services listed above and no others. It is unlawful for me to make any guarantee or promise to you unless it is written in this contract and unless I have a factual basis for making the guarantee or promise.

III. CANCELLATION

You may cancel this contract for any reason within 24 hours after we both have signed it.

If you cancel the contract, I must immediately refund any fees which you have paid me. The only fees that I may keep are fees for services which I have actually, necessarily and reasonably performed on your behalf during the 24-hour period. I cannot keep any fees for services performed during the 24-hour period unless you knew that I would perform those services and you expressly agreed in this contract that I would perform them.

To cancel this contract, send me a written notice stating that you are canceling the contract. Mail the notice by first-class mail with the correct postage, and send it to me at my address (see Part V below). Cancellation takes effect on the date of the postmark on the notice. You can also cancel this contract by delivering a written notice of cancellation to my address within the 24-hour period.

You may also cancel this contract at any time if I:

- Fail to give you a copy of this contract before providing any services to you, or
- Fail to specify in the contract the services which I will perform and the costs of those services, or
- Fail to give you a copy of the contract in English and in any other language that you understand and that was principally used in any oral sales presentation or negotiation leading to execution of the contract.

If you cancel this contract for any of these reasons, I must immediately refund in full any fees which you have paid me.

You may also cancel this contract at any time if you have legal cause.

IV. ATTORNEY'S FEES AND COSTS ARBITRATION AGREEMENT

In the event of suit for damages arising from this contract or to enforce any of its provisions, the court may award the prevailing party his or her reasonable attorney's fees and costs. The venue for any disputes about this contract is the county where you live in California. Both parties agree to arbitration should any disputes arise.

V. DESCRIPTION OF THE PARTIES

Legal Document Assistant

Full Name: Angela Jones
Business Name: Legal Document Assistants
Street Address of Business: 3550 Watt Ave. Suite 140

City, State, ZIP: Sacramento, CA 95821
Telephone Number: 916-620-2446
Email: Contact@LDAPRO.com
LDA Registration Information: 2016-01

I have filed a bond in Sacramento County, California.

Client

Name of Client(s): _____

Street Address: _____

City, State, ZIP: _____

Best Phone Number(s): _____

Email Address(es): _____

Title or brief description of the legal matter in which the client is representing himself or herself:

Notices to Client

You may obtain information from the local bar association or a legal aid or legal services office regarding free or low-cost representation by a lawyer.

You may contact the local police, sheriff, district attorney or legal aid or legal services office if you believe that you are the victim of fraud, unauthorized practice of law or other injury.

(Client)

(Date)

(Client)

(Date)

THIS CONTRACT IS NOT VALID OR BINDING UNTIL THE LEGAL DOCUMENT ASSISTANT HAS GIVEN ALL CLIENT PARTIES A FULLY EXECUTED COPY OF IT, INCLUDING AN ACCURATE TRANSLATION OF IT IN ANY LANGUAGE OTHER THAN ENGLISH THAT THE CLIENT UNDERSTANDS AND THAT WAS PRINCIPALLY USED IN ANY ORAL SALES PRESENTATION OR NEGOTIATION LEADING TO EXECUTION OF THE CONTRACT.

Authority cited: The use of this contract is required by Section 6410 of the California Business and Professions Code. Reference: Sections 6401.6, 6402, 6405, 6408, 6409, 6410, 6411, Business and Professions Code. The standard form of this contract is mandated by the California Department of Consumer Affairs, California Administrative Code title 16, § 3950.

NOTE: I am a member of the California Association of Legal Document Assistants, Inc. (CALDA), which promotes and encourages high standards of ethical and professional conduct by its members. CALDA has a Dispute Resolution Process which is designed to resolve disputes between consumers and CALDA member LDAs. You may learn more about this process by visiting www.calda.org in the Board of Directors/"Code of Ethics" tab.

How did you find out about us?



LDA PRO

Credit Card Authorization Form

Name On Credit Card _____

Credit Card Type: VISA [] MASTERCARD [] AMEX [] DISCOVER []

CREDIT CARD INFORMATION

Account Number _____

Expiration Date _____

CVC Code _____

Billing Zip Code _____

Phone: _____

Email: _____

AUTHORIZATION OF CARD USE

Signature _____

Date _____

I hereby authorize LDA to charge my card in the amount of:

\$ _____