

Holdover Agreement To Vacate Premises

This Holdover Agreement to Vacate Premises (Agreement) is entered into on June _____, 2011 by and between _____ (Owner) and John Areias III and Wendy Areias (Occupant).

Witnesseth: That in consideration of the covenants and agreements herein expressed, and other good and valuable consideration, Occupant agrees to vacate the property located at 3081 East Mt. Whitney, Laton, Fresno County, California (Premises) upon the terms and conditions herein set forth:

1. Agreement to Vacate

Occupant covenants and agrees to voluntarily vacate the premises by August 29, 2011 at 5:00 p.m. In exchange for the timely surrender of possession of the premises by Occupant, Occupant will pay no rental charges during the 60 day relocation period.

2. Inspection and Condition of the Premises

Within 24 hours of Occupant's move out Owner shall make a final inspection of the premises. If Occupant has vacated the premises by the date promised, returned all keys and has left the premises (including all fixtures, facilities, and appliances) in the same condition as when the premises were initially occupied by Occupant, ordinary wear and tear expected the Occupant will pay no rental charges during the 60 day relocation period.

3. Liability for Personal or Real Property Damage

Occupant shall not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises (including fixtures, facilities, and appliances) nor permit any persons to do so whether known by the Occupant or not. All persons and personal property in or on said property shall be at the sole risk and responsibility of Occupant. Owner shall not be liable for any injury or damage whatsoever to the person or property of Occupant or any person or entity in or on said property; and Occupant hereby expressly and without reservation agrees to indemnify and hold Owner harmless in all such matters.

4. Default

In the event Occupant fails to vacate the premises prior to the expiration of the term of the Agreement then Owner shall be allowed to commence eviction proceedings against Occupant. Owner shall be entitled to recover reasonable attorney's fees, eviction expenses, court costs and any other costs allowed by law.

5. Severability/Unenforceability

All individual provisions, paragraphs, sentences, clauses, sections and words in this Agreement shall be severable and if any one or more such provisions, paragraphs, sentences, clauses, sections or words are determined by any court, administrative body, or tribunal, having proper jurisdiction, to be in any way unenforceable, or to be in any way violation of or in conflict with any law of any applicable jurisdiction, such determination shall have no effect whatsoever on any of the remaining paragraphs, provisions, clauses, sections or words of this Agreement.

6. Entire Agreement

This Agreement constitutes the entire agreement between the parties concerning the subject matter contained herein and no modification or addition to it shall be binding unless signed by the parties hereto. The covenants and conditions herein contained shall apply to and bind the parties hereto and their heirs, executors, administrators, legal and personal representatives, successors and assigns. All covenants are to be construed as conditions of this Agreement. Where the context so requires, the singular shall include the plural, the plural the singular and the use of any gender shall include all other genders.

Agreed and Accepted:

Owner: _____

By: _____

Title: _____

Occupant:

#1 _____

(Print name) _____

Occupant:

#2 _____

(Print name) _____

Holdover Agreement To Vacate Premises

This Holdover Agreement to Vacate Premises (Agreement) is entered into on June _____, 2011 by and between _____ (Owner) and Johnny Alves and Mary Fatima Alves (Occupant).

Witnesseth: That in consideration of the covenants and agreements herein expressed, and other good and valuable consideration, Occupant agrees to vacate the property located at 21529 Tiburcio, Laton, Fresno County, California (Premises) upon the terms and conditions herein set forth:

1. Agreement to Vacate

Occupant covenants and agrees to voluntarily vacate the premises by August 29, 2011 at 5:00 p.m. In exchange for the timely surrender of possession of the premises by Occupant, Occupant will pay no rental charges during the 60 day relocation period.

2. Inspection and Condition of the Premises

Within 24 hours of Occupant's move out Owner shall make a final inspection of the premises. If Occupant has vacated the premises by the date promised, returned all keys and has left the premises (including all fixtures, facilities, and appliances) in the same condition as when the premises were initially occupied by Occupant, ordinary wear and tear expected the Occupant will pay no rental charges during the 60 day relocation period.

3. Liability for Personal or Real Property Damage

Occupant shall not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises (including fixtures, facilities, and appliances) nor permit any persons to do so whether known by the Occupant or not. All persons and personal property in or on said property shall be at the sole risk and responsibility of Occupant. Owner shall not be liable for any injury or damage whatsoever to the person or property of Occupant or any person or entity in or on said property; and Occupant hereby expressly and without reservation agrees to indemnify and hold Owner harmless in all such matters.

4. Default

In the event Occupant fails to vacate the premises prior to the expiration of the term of the Agreement then Owner shall be allowed to commence eviction proceedings against Occupant. Owner shall be entitled to recover reasonable attorney's fees, eviction expenses, court costs and any other costs allowed by law.

5. Severability/Unenforceability

All individual provisions, paragraphs, sentences, clauses, sections and words in this Agreement shall be severable and if any one or more such provisions, paragraphs, sentences, clauses, sections or words are determined by any court, administrative body, or tribunal, having proper jurisdiction, to be in any way unenforceable, or to be in any way violation of or in conflict with any law of any applicable jurisdiction, such determination shall have no effect whatsoever on any of the remaining paragraphs, provisions, clauses, sections or words of this Agreement.

6. Entire Agreement

This Agreement constitutes the entire agreement between the parties concerning the subject matter contained herein and no modification or addition to it shall be binding unless signed by the parties hereto. The covenants and conditions herein contained shall apply to and bind the parties hereto and their heirs, executors, administrators, legal and personal representatives, successors and assigns. All covenants are to be construed as conditions of this Agreement. Where the context so requires, the singular shall include the plural, the plural the singular and the use of any gender shall include all other genders.

Agreed and Accepted:

Owner: _____

By: _____

Title: _____

Occupant:

#1 _____

(Print name) _____

Occupant:

#2 _____

(Print name) _____