



with California Law and the terms of the written Lease or Rental Agreement provided, or oral agreement with the Tenant(s) [*please complete a separate Direction Letter for each separate rented Space*].

We enclose **three clean photocopies** of each of the following documents for use in preparation of the above-mentioned Notice:

**[OBSERVE: DO NOT SEND US COPIES THAT ARE NOT COMPLETELY READABLE. DO NOT photocopy any papers with other items overlaid on top of the document obscuring the text., DO NOT send any original documents - keep them for later use in the event they are needed. DO NOT send us copies of the entire Tenant(s) account file. We need *only* the following documents.]:**

(Place an "X" or "✓" in the box next to each item enclosed. The Fichter Law Firm needs all you have.)

- Lease or other Rental Agreement, and all Addenda thereto, and modifications thereof.
- Correspondence between the Lessor and Lessee, their employees, attorneys, *etc.* relating to the delinquency, reasons for non-payment, possible defenses which Tenant may assert, *etc.*
- If Tenant is a legal entity (not an individual), all documentation obtained from the Tenant reflecting the legal creation and existence of that legal entity (issued by the office of the Secretary of State, Department of Corporations, *etc.*).

We also enclose **one clean photocopy** of each of the following documents:

- Ledger or account record demonstrating the rent "due date" and the "paid through" date.
- If available: Tenant's  driver's license  passport  other picture identification: \_\_\_\_\_
- The following documentation proving the Owner's formation, if a legal entity (*if not previously provided to the Fichter Law Firm*):
  - General Partnership Agreement - if Owner is a General Partnership.
  - Trust Agreement - if Owner is a Trust.
  - If Owner is a Corporation, Limited Partnership, Limited Liability Company, or other legal entity established in any state within the United States, provide a copy of the Certificate or other official written evidence, issued by that state, proving its creation.
- Owner's current *Fictitious Business Name Statement*, filed within the past 5 years in the office of the County Clerk of the county in which the real property is located (*if not previously provided to the Fichter Law Firm*). (See Endnote #<sup>1</sup>, page 6)
- Additional information and documentation the Fichter Law Firm should know are described on the back of this form (*Examples: Has any Court Judgment already been obtained against any Tenant for this arrearage or part of it? Has any legal notice already been sent to, or served on, any Tenant regarding this arrearage? Has any Tenant died or filed for Bankruptcy? Please send documentation.*)

(**Note:** *If the Owner of the rented Premises is a Corporation, Limited Partnership, or Limited Liability Company created in California, we can obtain such information from the website of the California Secretary of State. If created in another state, tell us in which state the entity was created: \_\_\_\_\_*).

**TERMS, AND ADVANCE PAYMENT**

We enclose the following checks:

**a. First Check:** \$ \_\_\_\_\_, payable to **“Law Office of Vin A. Fichter”**, calculated as follows:

|   |                                   |           |                 |
|---|-----------------------------------|-----------|-----------------|
| (See Endnote # <sup>2</sup> , page 6)   | <u>Consultation Plan Enrollee</u> | <b>OR</b> | <u>Non-Plan</u> |
| Legal fee: preparation of the “Notice”<br>(postage is extra - to be invoiced) | \$ 225.00                         | <b>OR</b> | \$ 250.00       |

**b. Second check (enclosed):** \$ \_\_\_\_\_, payable to **“Law Office of Vin A. Fichter, In Trust”**:  
*Deposit for estimated cost for service of the “Notice” by outside contractor (see Endnote # <sup>3</sup>). . \$ 100.00*

In the event the Tenant does not vacate the storage space within the time period stated in the Notice, Owner will notify the Fichter Law Firm if Owner wishes to hire the Law Firm’s legal services to commence an Unlawful Detainer civil action to evict the Tenant.

**Indemnification:** Owner and Agent, if any, “Indemnitors”, hereby jointly and severally agree to indemnify, defend and hold harmless Vin A. Fichter, Esq., the Law Office of Vin A. Fichter, and all owners, employees, agents and representatives thereof, as the “Indemnitees”, from and against any claims or causes of action instituted in any court against them, or any of them, by any Tenant or any other occupant of the Premises, arising as a result or consequence of Indemnitees having instituted any legal action or other proceedings against the Tenant and/or any other occupant of the Premises pursuant to this Authorization, or any acts taken, or omissions as occurred, therein. This indemnity includes the joint and several duties to hire and pay for legal counsel to defend Indemnitees and to pay all costs and expenses of whatever manner or amount incurred by Indemnitees in connection therewith. The Fichter Law Firm does not retain professional responsibility insurance for such a matter.

Please mail or e-mail the Complaint to the following person for review and signing (verification):

|  |                       |                       |
|--|-----------------------|-----------------------|
| _____  | _____                 | _____                 |
| <i>Name</i>  | <i>Title/Position</i> | <i>E-mail Address</i> |
| <i>(Company Name &amp; Mailing Address):</i> _____ |                       |                       |

\_\_\_\_\_ Initial here if person is an Officer or Employee of the legal Owner of the Storage Facility Business.

\_\_\_\_\_ Initial here if person is an Officer or Employee of the Agent hired by Owner to manage the Facility.

Please provide periodic reports, by e-mail, of the progress of this matter to each of the following persons:

|             |                       |                       |
|-------------|-----------------------|-----------------------|
| <u>Name</u> | <u>Title/Position</u> | <u>E-mail Address</u> |
| _____       | _____                 | _____ @ _____         |
| _____       | _____                 | _____ @ _____         |

Date Signed: \_\_\_\_\_ **By: (Signature):** \_\_\_\_\_  
(Title/Position): \_\_\_\_\_ (Type/Print Name): \_\_\_\_\_

\_\_\_\_\_ Initial here if signer is an Officer or Employee of the legal Owner of the Storage Facility.

**Direction To Law Firm To Prepare Notice Of Termination Of Tenancy, etc. (cont'd). . . . . Page 4**

\_\_\_\_\_ Initial here if signer is an Officer or Employee of the Agent hired by Owner to manage the Facility.

Office Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_      Office Fax.: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_      Cell Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

***(PLEASE READ THE NOTES ON THE FOLLOWING PAGE)***

**Direction To Law Firm To Prepare Notice Of Termination Of Tenancy, etc. (cont'd). . . . . Page 5**

1. California law prohibits any entity from bringing, or defending, any civil action in a fictitious name unless a *Fictitious Business Name Statement* for that fictitious name, filed within the past 5 years, is on file with the office of the County Clerk.
  
2. If owner/operator/management company is enrolled in the Fichter Law Firm's **Yearly Self-Storage Legal Consultation Plan**, all attorney fees (but not other costs & expenses) are reduced by 10%. The quoted flat-fee is subject to the following conditions:
  - a. It assumes that our legal services are limited to preparation of a Notice To Vacate.
  - b. The ability of the Fichter Law Firm to maintain the low flat-fee for our legal services for such legal services is predicated on the self-storage Facility providing all the information and documentation requested in the Direction Letter so this Law Firm can proceed with the matter without the expenditure of additional time and effort by the Firm. In the event additional, unexpected time and effort must be expended by the Firm to obtain information and documentation not initially provided by the Facility along with the Direction Letter, or because the instructions in the Direction Letter are not followed by the Facility, the Fichter Law Firm **RESERVES THE RIGHT** to charge for such additional time and efforts at our standard hourly rates, or a flat minimum charge of one hour of Mr. Fichter's time, \$295 (10% less for Client's enrolled in the Law Firm's Yearly Self-Storage Legal Consultation Plan) for our review and analysis of such documentation, providing legal opinions, advice and recommendations, and communications back and forth prior to finalization of the Notice To Vacate.
  
3. The legal Notice must be "served" on the Tenant. We use an experienced independent contractor to serve the Notice. You will be billed in the event the actual cost exceeds \$100, refunded if less.