

<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF BUTTE</b>	(Court Use Only)
<b>PLAINTIFF(S)/PETITIONER(S):</b>	
<b>DEFENDANT(S)/RESPONDENT(S):</b>	
<b>STIPULATED AGREEMENT</b>	Case Number: _____

**PREMISES LOCATED AT:** \_\_\_\_\_, County of Butte

This stipulated agreement, which is not a judgment, shall be filed, and admissible and binding in court. No judgment shall be entered until and unless Defendant(s) default on any term herein. If Defendant(s) perform all of the obligations of this stipulated agreement, Plaintiff(s) shall file a Request for Dismissal, Entire Action (Judicial Council form #982(a)(5)) within forty-five (45) days of the file date of this Stipulated Agreement or not later than \_\_\_\_\_ and the case will be dismissed. A dismissal of this action, by any party(s) or the court, shall result in there being no prevailing party. **If Defendant(s) default, Plaintiff(s), by order of the court, shall have judgment entered as set forth herein, upon ex parte application by written declaration accompanied by form of judgment to the court setting forth the default of the Defendant(s).** **This matter is set for review on \_\_\_\_\_.** **If neither party appears, and Plaintiff(s) has not filed a Request for Dismissal, Entire Action, the court will dismiss the case. TIME IS OF THE ESSENCE.**

- 1. Defendant(s) maintains possession of the premises pending compliance with the following terms checked.
- 2. Defendant(s) maintains possession of the premises from \_\_\_\_\_ to \_\_\_\_\_.
- 3. Defendant(s) shall pay to Plaintiff(s), in certified funds, the amount of \$ \_\_\_\_\_ on or before \_\_\_\_\_.
- 4. Defendant(s) shall pay the following rent: \_\_\_\_\_.
- 5. Plaintiff(s) shall reduce rent as follows, \_\_\_\_\_.
- 6. Plaintiff(s) waives all rent and rental damages due from Defendant(s) through \_\_\_\_\_.
- 7. The following repairs will be made by Plaintiff(s)/Defendant(s): \_\_\_\_\_.
- 8. All parties shall bear their own attorney's fees and costs.
- 9. Defendant(s) shall surrender possession of the subject premises to Plaintiff(s) on or before \_\_\_\_\_.
- 10. Defendant(s) will turn in keys to Plaintiff/Agent by (date/time) \_\_\_\_\_.
- 11. Defendant(s) shall pay to Plaintiff(s) attorney's fees of \$ \_\_\_\_\_ and costs of \_\_\_\_\_.
- 12. Rent and rental damages shall be prorated to and not accrue beyond actual surrender date of premises.
- 13. Plaintiff(s) shall retain Defendant(s)' Security Deposit and Defendant(s) waives any further accounting of same.
- 14. The defendant's security deposit will be handled pursuant to Civil Code Sec. 1950.5.
- 15. 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.

**If defendant(s) defaults as to any terms of this stipulated agreement, judgment shall include the following:**

- 16. Immediate forfeiture of the subject Rental Agreement.
- 17. Plaintiff(s) shall immediately have possession of the subject premises upon ex parte application and order as stated above.
- 18. (a) Plaintiff will send notice of Ex parte Application for Default to Defendant on day of filing.
- (b) Defendant(s) waives all rights to notice of Ex parte Application for Default and Entry of Judgment.
- 19. Judgment amounts shall enter, as set forth by application and order, for unpaid rental damages owed to Plaintiff(s) (plus interest at the legal rate).
- 20. Judgment shall include the herein agreed upon costs of \$ \_\_\_\_\_ and attorney's fees of \$ \_\_\_\_\_.
- 21. Plaintiff(s) may apply the Security Deposit toward any/all judgment amounts.
- 22. Judgment shall enter for those amounts still due from those amounts set forth in the Stipulated Agreements.
- 23. A Prejudgment Claim to Right of Possession was served and filed with the Court.
- 24. Other terms and conditions are set forth and incorporated herein. (See page 2)

DATE: \_\_\_\_\_ Plaintiff(s) \_\_\_\_\_ Defendant(s) \_\_\_\_\_

Attorney's approval as to form: \_\_\_\_\_

IT IS SO ORDERED: \_\_\_\_\_ DATE: \_\_\_\_\_  
 Judge / Commissioner of the Superior Court

INCORPORATED ADDITIONAL TERMS AND CONDITIONS

- 25. During the period of time prior to Defendant(s) complete compliance of all terms agreed to by the parties herein, Defendant(s) shall, within two weeks of any change of residence, deliver in writing to Plaintiff or Plaintiff's agent, Defendant(s)' then current new telephone number and address, both residential and postal.
- 26. This is a full and mutual release of all other claims between these parties arising out of this tenancy, and includes all claims known and unknown (except for any claims of these parties regarding the disposition of the security deposits and claims thereunder), 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 the executing the releases, which if known by him must have materially affected his settlement with the debtor."

INCORPORATED ADDITIONAL TERMS AND CONDITIONS

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- 30. Other terms and conditions are set forth and incorporated herein. (See attachments, if any).

Initials: Plaintiff(s): \_\_\_\_\_ Defendant(s): \_\_\_\_\_

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