

## Five Day and Twelve Day Notice Letter

To: \_\_\_\_\_

Date: \_\_\_\_\_

(Name of Check Issuer/Passer)

You are hereby notified, pursuant to law, that the check or instrument shown or describe below, issued by you, has been dishonored.

Instrument/Check Number: \_\_\_\_\_

Instrument/Check Date: \_\_\_\_\_

Originating Institution, Bank or other Drawee: \_\_\_\_\_

Amount: \_\_\_\_\_

Payable to: \_\_\_\_\_

Reason for Dishonor: \_\_\_\_\_

(Marked on Instrument)

Pursuant to Arizona law, you have twelve (12) days from receipt of this notice to pay/tender to the holder named below the full amount of the check or the instrument, with all reasonable and protest fees. Unless this amount is paid in full within the time specified above, the holder of the dishonored check or instrument may: 1) turn it and all other available information relating to this incident to the County Attorney for criminal prosecution or 2) file suit and be entitled to twice the amount of your check plus attorney fees and court costs.

Please be advised that the filing of a lawsuit against you for Forcible Detainer by \_\_\_\_\_ (owner/management) is imminent because you have been arrears on rent in the amount of \$ \_\_\_\_\_. As provided in your rental agreement, this sum includes late charges of \$ \_\_\_\_\_ per \_\_\_\_\_, which will continue to accrue at that rate. Also, you are liable pursuant to your lease for a returned check charge of \$ \_\_\_\_\_.

Further, pursuant to A.R.S. 33-1368(B), you are hereby notified that each day your rent continues to be delinquent, within a minimum of five (5) days from the date hereof, will, without further act or notice by management, result in the termination of your rental agreement as of this date: \_\_\_\_\_, or five (5) days after receipt of this notice. Management expressly does not waive the right to bring an action against you for all unpaid rent from the date you vacate the premises until such time as the property is re-rented or your fixed-term lease expires, whichever comes first, and for any lease break fees and rental concessions. You are given notice herein that you shall be liable for said sums.

DATED: \_\_\_\_\_ BY: \_\_\_\_\_

Hand Delivered this date: \_\_\_\_\_

Certified Mail this date: \_\_\_\_\_