

**THREE (3) DAY NOTICE TO COMPLY OR VACATE**

TO: \_\_\_\_\_, and all occupants, other guests and/or subtenants .

AT: \_\_\_\_\_  
\_\_\_\_\_

Dear \_\_\_\_\_:

PLEASE TAKE NOTICE that you are in Default in performance of tenant duties under the terms and conditions of your Lease/Rental Agreement for the Premises. Your Default includes, but is not necessarily limited to: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Your Lease/Rental Agreement provides: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THEREFORE, DEMAND IS HEREBY MADE that you either perform your tenant duties by curing the Default or Vacate the Premises within three (3) days from the date of service of this Notice. If you fail to comply or vacate the leasehold premises, legal proceedings will be commenced against you to recover possession of the premises, to declare the written rental agreement forfeited, to recover attorney fees and court costs, and any rents due and all other charges authorized under the rental agreement for the unlawful detention of the premises. Pursuant to Idaho Code § 6-324, attorney fees shall be awarded to the prevailing party.

This notice is being issued pursuant to Idaho Code § 6-303 et al.

SERVED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Very Truly Yours,

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Authorized Agent for Landlord

\*If you vacate the Premises, you shall continue to be liable for rent until the Lease/Rental Agreement is Terminated or the Premises are re-leased, whichever first occurs, as well as the costs of cleaning, repairing or restoring the Premises to the same condition as received, reasonable wear and tear excepted, and all costs, expenses and attorney fees. The consent of the lessor in any instance to any variation of the terms of this lease, or the receipt of rent with knowledge of any breach, shall not be deemed to be a waiver as to any breach of any covenant or condition herein contained, nor shall any waiver be claimed as to any provision of your lease unless the same be in writing, signed by the lessor or the lessor's authorized agent. Your Lessor's acceptance of rent is not a waiver of any preceding or existing breach other than failure of tenant to pay the particular rental so accepted.

EMS/jsf