

LANDLORD/TENANT STIPULATION

Whereas the landlord has filed an action for eviction, the landlord and tenant make the following agreement:

() The defendant(s), _____, agrees to pay the plaintiff, _____, \$ _____ back rent/fees plus \$ _____ court costs for a total of \$ _____. This amount covers all money due through _____, 20 ____.

This amount is payable as follows:

\$ _____ shall be paid to the plaintiff from the court registry.

\$ _____ shall be paid on or before _____, 20 ____.

Subsequent payments in the amount of \$ _____ per week/month shall be made to the plaintiff beginning _____, 20 ____, and thereafter on [_____ of each week] [the _____ day of each month] until the total amount due is paid in full. "Payment" means receipt by the landlord and shall be by cashier's check or money order. This payment schedule is for past due amounts only and does not relieve the tenant from continuing to make other payments due under the lease. If, at any time prior to dismissal of this action, the plaintiff files a sworn affidavit that any payment under this stipulation or due under the current lease has not been made, the court may proceed to enter a judgment for possession and for the amount of back rent and costs stated in the affidavit with no notice to the defendant.

Payments shall be sent to: (Remember: payments must be received by the due date) _____

() The defendant(s) agree(s) to vacate the premises no later than 5:00pm on _____. Upon the filing of an affidavit by the plaintiff stating that the defendant has failed to vacate by that time, a final judgment for possession will be entered by the court with no further notice to the defendant.

() Other agreement(s) _____

Damages alleged after the tenant has vacated the premises may be determined at a later mediation/hearing. Distribution of security deposit, if any, shall be determined at that time.

If a final judgment has not been entered herein by _____ (90 days after the time for making the last payment provided for back rent herein), this stipulation shall constitute a voluntary dismissal without prejudice of the claim and of the counter-claim, if any, filed herein.

_____, 20 ____

PLAINTIFF _____
Daytime Phone _____
PLAINTIFF _____
Daytime Phone _____

DEFENDANT _____
Daytime Phone _____
DEFENDANT _____
Daytime Phone _____