# Disclaimer of Liability and Legal Responsibility

# PLEASE READ THIS DISCLAIMER CAREFULLY BEFORE USING OR RELYING ON ANY MATERIALS ON THIS WEBSITE.

This website, achprc.org, is operated by the [Alameda County Rental Housing Resource Center], a public resource center serving residents of the unincorporated areas of Alameda County, California. The purpose of this website is to provide free, general, and educational information, including sample forms, letters, and templates related to housing, landlord-tenant matters, and real estate. Nothing on this site constitutes legal advice, legal services, or a substitute for professional consultation with a licensed attorney.

# 1. No Legal Advice or Attorney-Client Relationship

The documents, templates, and other materials made available on this website are provided for informational and educational purposes only. They are not tailored to your specific legal needs or circumstances and do not constitute legal advice or legal services. Use of this website does not create an attorney-client relationship between you and Alameda County, this website, departments, employees, or affiliates.

You are **strongly encouraged to consult with a qualified California-licensed attorney** before relying on or using any materials from this site in connection with your personal legal matters. Legal outcomes vary widely depending on individual facts and circumstances. The Resource Center **disclaims any and all liability** for your use of the materials without legal counsel.

### 2. Use at Your Own Risk

By downloading, using, modifying, or relying on any form, letter, template, guide, or other content from this website, you do so **entirely at your own risk**. You are solely responsible for ensuring that any material you use is **accurate**, **complete**, **up to date**, **and appropriate** for your individual situation.

The materials provided may not reflect recent changes in applicable laws, regulations, or court decisions in California or Alameda County. No guarantee is made that any document or information provided here is compliant with current law or suitable for your intended purpose.

## 3. No Expertise or Warranties

The County, its departments, and its staff do not claim to be attorneys, real estate experts, or legal advisors. All materials are offered "as is," without warranty of any kind, express or implied, including but not limited to any warranties of merchantability, fitness for a particular purpose, legal effect, or accuracy.

The County makes **no representation or warranty** that use of the materials will result in a successful outcome, compliance with the law, or prevention of disputes or litigation.

# 4. Not a Substitute for Legal Counsel

Each user's situation is unique. The forms and templates provided are **not a substitute for individualized legal review and customization.** You must ensure that any document you choose to use is reviewed and tailored by your own attorney to fit the **facts of your case**, the **applicable law**, and the procedural requirements of your jurisdiction.

## 5. Limitation of Liability

To the fullest extent permitted by law, [Alameda County], its officials, officers, employees, and agents shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting from your use of or reliance upon any content, form, template, or other material available on this website. This includes, without limitation, any direct, indirect, incidental, consequential, or punitive damages, even if advised of the possibility of such damages.

#### 6. No Endorsement or Guarantee

The inclusion of any external links, references, or sample documents does not constitute an endorsement by Alameda County or any guarantee of their validity, quality, or applicability.

# **Acceptance of Terms**

By using this document, the achprc.org website, and/or downloading any materials from it, you acknowledge that you have read, understood, and agreed to this disclaimer. If you do not agree with any part of this disclaimer, you must not access or use this website or any of its content.

For legal advice or representation, please contact a licensed attorney familiar with California law and Alameda County housing regulations.

## [Landlord/Property Management Company Letterhead or Name]

[Street Address]
[City, State, ZIP Code]
[Phone Number]
[Email Address]

#### Date:

**To:** [Tenant(s) Name] [Property Address] [City, State, ZIP Code]

## RE: Rent Payment Reminder – [Month, Year]

Dear [Tenant's Name(s)],

This letter serves as a friendly reminder that rent for the property located at [Property Address] is due on [insert due date, typically the 1st of the month], in accordance with the terms of your lease or rental agreement. Under California Civil Code § 1947, rent is due at the time agreed upon in your lease or rental agreement—typically the first day of each month.

As a courtesy, we are providing this reminder to help ensure timely payment and to avoid any unnecessary late fees or disruption to your tenancy.

#### **Rent Details:**

- Amount Due: \$[Insert Rent Amount]
- **Due Date:** [Insert Due Date, e.g., April 1, 2025]
- Grace Period (if applicable): [Insert number of days, if any]
- Late Fee: \$[Insert amount or method of calculation], as stated in your lease, will apply if payment is not received by [Insert late date].

Please ensure that your rent is paid on or before the due date using one of the following accepted payment methods:

• [List methods: online portal, check, money order, drop box, etc.]

If you are experiencing financial hardship or foresee any issues that may affect your ability to pay rent on time, we encourage you to communicate with us <u>as soon as possible</u>. We are committed to working with tenants in good faith and in compliance with all applicable laws.

Failure to pay rent when due may result in a **formal notice to pay or quit**, which is a legal prerequisite to potential eviction proceedings under **California Code of Civil Procedure §** 

**1161(2)**. We hope to avoid any such action and trust this reminder helps prevent any misunderstanding.

Should you have any questions regarding your rent or lease terms, please do not hesitate to contact our office at [Insert Phone Number] or [Insert Email].

We appreciate your continued tenancy and cooperation.

Sincerely,

[Landlord/Property Manager Name] [Title, if applicable] [Company Name, if applicable]