

4556 S. Manhattan Ave.
Suite "K"
Tampa, FL 33611
Office (813) 839-3343
Facsimile (813) 839-3347

EVICTIONS+Plus

INDEPENDENT EVICTION SERVICES

ANTHONY GREEN
PRESIDENT

NON-ATTORNEY EVICTION RELATED SERVICES

PROCEDURE SELECTION SHEET

Please select from the following options which type of removal process you need:

1. **NON-PAYMENT of RENT**

This type of action is when the tenant(s) owe you past due rent. It is not for tenant(s) that owe you for utilities, late fees, damages, or any other fee other than rent.

Please select the type of notice served:

- 3-day notice for house or apartment
- 3-day notice for mobile home where the **landlord** owns the mobile home.
- 5-day notice for mobile home where the **tenant** owns the mobile home.
- Notice has not been served yet.
- Other (Specify: _____)

2. **CURABLE LEASE VIOLATIONS or CODE ENFORCEMENT VIOLATIONS**

This type of action is for tenant(s) that are violating terms of the lease OTHER THAN NON-PAYMENT OF RENT, but must be given the opportunity to fix the violation(s) within 7 days. Or, if they are violating code enforcement regulations; Such as unauthorized guests living in the property, pet violations, over grown yards, broken vehicles on the property, etc. (Attach copy of Seven Day notice)

3. **NON- CURABLE VIOLATIONS of the LEASE**

This type of action is for tenant(s) that are violating terms of the lease OTHER THAN NON-PAYMENT OF RENT, and are NOT entitled to be given the opportunity to fix the violation(s). These types of action are for tenant(s) arrested on the property, doing deliberate physical damage to the property, or for tenant(s) that have previously been given a 7-day notice to cure violations, but then those same violations (or violations of a similar nature) are reoccurring a second time after the "Curable" 7-day notice was delivered.

4. **NON-RENEWAL of a LEASE or MONTH-TO-MONTH TENANCY**

This type of action is for tenant(s) that are refusing to leave after they have been given proper notice that you are not renewing their month-to-month tenancy. Or for those that have a written lease that is expiring and the landlord does not want to renew it. This type of eviction is a little tricky. It requires that the landlord serve the tenant(s) with a Notice of Non-Renewal AT LEAST FIFTEEN DAYS PRIOR TO THE NEXT MONTHLY PAY PERIOD. IT

MUST ALSO END ON THE LAST DAY OF THE PAY PERIOD. If rent is due on the 1st of each month, the landlord must deliver the notice to the tenant at least 16 days prior to the 1st (the day you deliver the notice does not count in the 15 day time frame). In other words, there has to be at least 15 full days AFTER you serve the notice of non-renewal, before the notice expires. And it has to expire on the last day of the month if rent is due on the 1st. If rent is due on the 1st, you can't serve the notice on the 18th, and have it expire on the 3rd. Even though that is fifteen days, it isn't fifteen days **BEFORE** the next payment is due. **ALSO, PAY ATTENTION TO YOUR LEASE:** If the lease states that you have to give them more time to vacate, you must give them that extra time in the notice. The lease can allow them more time than the statute, but not less than the statute (15 days).

5. () **UNLAWFUL DETAINER**

This type of action is when you have a **GUEST** in your house that is **NOT** obligated to pay rent. In fact, you cannot use this type of action if the person(s) have ever paid rent, or have ever been obligated to pay rent (even if they have never paid you). You are required to ask them to leave. If they fail to vacate, you can proceed to file the Unlawful Detainer action. We do recommend that you ask them in writing and keep a copy for yourselves. We will need a copy of the letter to file with the court.

6. () **MORTGAGE FORECLOSURE WHEN THE PROPERTY WAS PURCHASED THROUGH THE COURTHOUSE AUCTION**

If you purchase a home through the courthouse foreclosure auction, you get title to the property, not possession. There are two types of removals for this. One is if the Mortgagor (or direct family member) lives in the property. The other is if there is a tenant living in the property. If the mortgagor is living in the property, no notice is required. If there is a tenant living in the property, you must give them a copy of a specific 30-notice by law.

- () The mortgagor (or family member) is living in the property.
- () A tenant is living in the property.
- () A copy of the statutory 30 day notice is attached.
- () A copy of the statutory 30 day notice has not been served.

NOTE: The above information is used to prepare your documents. **DO NOT LIE!** Trying to process the removal through the incorrect procedure may cost you thousands of dollars in legal fees. It is also illegal to knowingly attempt to file a fraudulent case with the court. If you fail to disclose pertinent information or conceal known facts, we may not be able to fix your case, and there are no refunds.

Also, please note that you cannot file a case under a disinterested party. If the property is OWNED by a corporation, trust or LLC, you must file it that way. DO NOT attempt to file the case under an individual's name or an officer of the company. It is illegal and fraudulent upon the court to do so.

I have read and agree with the above information. I am submitting this form in accordance with Evictions Plus's requirement that I am selecting the type of procedure that best suits my process needs. I also acknowledge and agree that there are no refunds once the case has been filed with the court.

Signature

Title _____
Select one: () Owner () Landlord

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DISCLOSURE

Anthony Green, as representative of Evictions Plus, Inc., has informed me of the following:

- (1) He, nor anyone employed by Evictions Plus, is licensed by the Florida Bar to practice law in the state of Florida.
- (2) He, nor anyone employed by Evictions Plus, is authorized to give legal advice or tell me what my legal rights are.
- (3) That he, or anyone employed by Evictions Plus, is only authorized to assist me by filling out forms with the information I supply and to assist me in the filing of such forms in the proper manner.

Evictions Plus' fee(s) is/are for services which include; document preparation, service of notices, courier fees, filing documents with appropriate entities, posting and monitoring files through final judgment if necessary. Said fee does not include the Sheriff's fee for removal of the tenant, nor cover any activity after issuing the Writ of Possession.

NO REFUND POLICY

Evictions Plus, Inc. has a NO REFUND POLICY. Once we receive payment for an eviction, there are no refunds of that payment whatsoever. As our client, you agree, without recourse, that your payment is non-refundable, regardless as to the reason why.

ADDITIONAL FEES and SERVICES

For additional fees Evictions Plus, Inc. will meet the Sheriff at the property, remove furniture or tenants personal belongings to the curb, and/or change locks. Such services are available if prior arrangements are made between the Client and Evictions Plus, Inc. Our charge for changing locks is **\$15.00 labor for each lock (plus the cost of the locks)**. If prior arrangements are made for us to remove the tenant's furniture and personal belongings we will do so at a rate of **\$95.00 per hour (one hour minimum)**. If you do not agree to pay for these additional services, you MUST have someone at the property ready to do so while the sheriff executes the Writ of Possession. If you fail to have such persons present at that time, you hereby authorize Evictions Plus, Inc. to remove any such items and agree to pay said fee.

COURT'S RULING

IT IS FURTHER UNDERSTOOD THAT ONLY THE JUDGE OVER SEEING YOUR CASE CAN DECIDE ITS OUTCOME. Evictions Plus is not responsible for the Judges decision in any way. There are no refunds based on an undesirable outcome. We are NOT attorneys and are ONLY assisting you in filing the paperwork for the eviction process. If Plaintiff is a corporation, some judges may require Plaintiff to be represented by an attorney.

I further state that I can read English and that the information supplied in the attached "Information Sheet" is true and correct to the best of my knowledge. Evictions Plus, Inc. has a NO REFUND Policy. We may give credit at our discretion.

SIGNATURE

Date: _____

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EVICTION INFORMATION SHEET

FOR RESIDENTIAL PROPERTY

PLAINTIFF / OWNER INFORMATION

Property owner's full name? _____
Property Manager's full name? _____
Address as you want listed on the lawsuit? _____
City, State and Zip Code? _____
Primary Phone Number? _____
Secondary (Cell) Number? _____
Fax Number? _____
Email address _____

DEFENDANT / TENANT INFORMATION

First Tenants FULL name? _____
Second Tenants FULL name? _____
Rental Property Address? _____ Apt. # _____
City, State and Zipcode? _____
What County is the property in? _____
Rental Amount? \$ _____ Weekly / Monthly (circle one)
What day is the rent due on? _____
Is the Lease written or oral? Written / Oral (circle one) (if written, attach a copy)
Is the tenant on Section 8 or assisted payments? YES / NO (If on Section 8 you MUST attach copy of HAP Sheet)
Is the property a mobile home? YES / NO If so, Rent includes Lot / Mobile Home / Both (Circle one)
What date did you deliver the Notice on? _____ (include a copy)
How much Security Deposit are you holding? \$ _____
How much rent is past due? \$ _____

Fee: \$545.00 (For one tenant, plus \$50.00 for each additional tenant)

This fee includes your court filing fees and the process server fee for serving the summons. By signing below you acknowledge that Evictions Plus, Inc., Anthony Green or anyone else affiliated with us is NOT authorized to render legal advice and that we are merely assisting you with your form preparation and filing. The current fee for filing an eviction with us in the State of Florida is **\$545.00 (for one tenant, plus \$50.00 each additional tenant)**. By emailing or faxing this document to Evictions Plus, Inc., you acknowledge and accept that **THERE ARE NO REFUNDS** if we start preparation of your documents and you cancel the eviction. You further agree that you are solely responsible for the information, its contents and the right to file this eviction.

Date this ____ day of _____, 20____.

Client Signature

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CREDIT CARD AUTHORIZATION FORM

PLEASE PRINT CLEARLY

CARDHOLDER NAME: _____
BILLING ADDRESS: _____
(City, State and Zip Code) _____
CREDIT CARD TYPE _____ VISA _____ MASTER CARD
CREDIT CARD NUMBER: _____ - _____ - _____
EXPIRATION DATE: _____ / _____
BILLING ZIP CODE: _____
PHONE NUMBER (____) _____
Card Identification # _____ (3 digits on back of card)

(Check all of the following that apply)

_____ Eviction Fee (One tenant)	\$ 545.00
_____ Each additional tenant	50.00
_____ Preparation and service of Notice	50.00
_____ Local/State Background Check Fee (____ persons)	35.00 (Per Person)
_____ Additional fee for National Background Check (____ persons)	25.00 (Per Person)
_____ Skip Trace Fee (____ persons)	25.00 (Per Person)
_____ Sheriff's Fee for Writ of Possession	135.00
_____ Rush Service Fee (Next business day Delivery)	25.00
_____ Lease (Specify: HOUSE or APARTMENT)	25.00 each

By signing below I authorize Evictions Plus, Inc. to charge my credit card a ONE TIME FEE of \$ _____ (plus 3.5% processing fee) for payment of the above. PLEASE NOTE: We have a NO REFUND policy. Do not submit payment unless you are sure you are going to proceed with the eviction.

Signature: _____

Date: _____

FAX TO: (813) 839-3347

Email: EvictionsPlus@hotmail.com