

**FIVE-DAY NOTICE TO PERFORM LEASE CONDITION OR QUIT (NRS 40.2516)**

TO: Name of TENANT(s)
Address:
City, State, ZIP:

FROM: Name of LANDLORD
Address
City, State, ZIP:
Telephone Number:

DATE OF SERVICE: \_\_\_\_\_

**PLEASE TAKE NOTICE** that you have neglected or failed to perform a condition or covenant of your lease or rental agreement as follows *(describe in detail specific lease violation(s) alleged, with citation to applicable page and paragraph of lease)*: \_\_\_\_\_  
\_\_\_\_\_  
*(attach additional pages if necessary)*

You must either vacate the premises or correct the violations described above no later than five (5) judicial days<sup>1</sup> following the Date of Service of this notice. If you do not comply with this notice, your possession of the premises will be unlawful (called "unlawful detainer"), and your landlord may initiate an eviction against you by either serving you with a Five-day Notice to Quit for Unlawful Detainer or a Summons and Complaint for Unlawful Detainer. If the court determines that you are guilty of an unlawful detainer, the court may issue a summary order for your removal or an order providing for your nonadmittance, directing the sheriff or constable to remove you within twenty-four (24) hours after receipt of the order. Within three (3) days after the Date of Service of this notice, you may perform the condition or covenant and thereby save the lease from forfeiture, unless the covenants and conditions cannot afterwards be performed.

Pursuant to NRS 118A.390, you may seek relief if a landlord unlawfully removes you from the premises, or excludes you by blocking or attempting to block your entry upon the premises, or willfully interrupts or causes or permits the interruption of an essential service required by the rental agreement or NRS Chapter 118A.

**DECLARATION OF SERVICE**

On *(insert date of service)* \_\_\_\_\_, I served this notice in the following manner *(check only one)*:

By delivering a copy to the tenant(s) personally, in the presence of a witness *(server, witness, and tenant must all sign landlord's copy of notice)*:

\_\_\_\_\_  
*(Tenant's Signature)*

\_\_\_\_\_  
*(Date)*

\_\_\_\_\_  
*(Type or Print Name of Witness)*

\_\_\_\_\_  
*(Signature of Witness)*

Because the tenant(s) was absent from the tenant's place of residence or from tenant's usual place of business, by leaving a copy with *(insert name)* \_\_\_\_\_, a person of suitable age and discretion, at either place AND mailing<sup>2</sup> a copy to the tenant(s) at tenant's place of residence or place of business;

Because tenant's place of residence or business could not be ascertained, or a person of suitable age or discretion could not be found there, by posting a copy in a conspicuous place on the property, delivering a copy to a person there residing, if the person could be found, AND mailing<sup>2</sup> a copy to the tenant(s) at the place where the property is situated.

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

\_\_\_\_\_  
*(Date)*

\_\_\_\_\_  
*(Type or Print Server's Name)*

\_\_\_\_\_  
*(Server's Signature)*

<sup>1</sup>Judicial days do not include the date of service, weekends, or certain legal holidays.

<sup>2</sup>If this manner of service is used, Landlord must file with the court a "certificate of mailing" issued by the United States Post Officer per NRS 40.280(3).