

CALIFORNIA DEPARTMENT OF CONSUMER AFFAIRS

Title 16, California Code of Regulations (CCR), Section 3890

Unlawful Detainer Assistant Standard Contract

Section 100 CHANGE WITHOUT REGULATORY EFFECT

Legend: Deleted text is indicated by ~~strikeout~~
Added text is indicated with an underline

Amend Section 3890 of Article 2, Chapter 4, Division 38, of Title 16, CCR, to read as follows:

§ 3890. Unlawful Detainer Assistant Standard Contract.

(a) Every unlawful detainer assistant as defined in subdivision (a) of Section 6400 of the Business and Professions Code who enters into a contract or agreement with a client to provide services shall complete the standard form contract specified in subdivision (b). Upon execution of the contract by all parties, and prior to providing any service, the unlawful detainer assistant shall give a copy of the contract to all client parties. The contract shall be in English and in any other language understood by the client and principally used in any oral sales presentation or negotiation leading to execution of the contract. The unlawful detainer assistant shall be responsible for translating the contract into any language other than English principally used in any oral sales presentation or negotiation leading to execution of the contract, and shall give all client parties copies of both the fully-executed English-language version of the contract and the foreign-language translation of it before any service has been provided.

(b) Unlawful Detainer Assistant Contract for Services.

UNLAWFUL DETAINER ASSISTANT CONTRACT FOR SERVICES

County where Registrant is registered:

Name of County Clerk Office for the county of registration:

Address:

Phone Number:

Web Site (if available):

This is a contract between me, _____, and you, _____, for the services described in Part I below. I am the "unlawful detainer assistant" and you are the "client."

IMPORTANT NOTICES

1. You should read and understand this entire contract before you sign it.
2. [12-point bold type] I am not an attorney. I cannot perform the legal services that an attorney performs. I cannot engage in the practice of law.
3. [12-point bold type] The county clerk has not evaluated or approved my knowledge or experience, or the quality of my work.
4. I cannot keep your original documents if you request that I return them to you. I cannot keep your original documents if you and I do not sign this contract or if this contract terminates (ends) for any reason. I cannot keep your original documents after all of the contract services have been provided (see Part I below). It is a violation of California law if I keep your original documents under any of these circumstances.
5. It is a violation of California law if I make any false or misleading statement to you.
6. I cannot obtain special favors from, and I do not have any special influence with, any court or any state or federal agency.
7. As required by law, I have filed a bond or made a cash deposit, and have registered as an unlawful detainer assistant in each county where I will perform services on your behalf.

I. SERVICES

[12-point bold type] I cannot engage in the practice of law. This means that I cannot give you any kind of advice, explanation, opinion or recommendation about possible legal rights, remedies, defenses, strategies or options that you may have. I cannot give you any advice, explanation, opinion or recommendation regarding selection of forms. I will provide you all the following services (list all services for which the client is being charged):

- A. _____
- B. _____
- C. _____
- D. _____

You are paying me only for those services listed above and no others. It is unlawful for me to make any guarantee or promise to you unless it is written in this contract and unless I have a factual basis for making the guarantee or promise.

II. FEES AND EXPENSES

You agree to pay me the following fees, costs and expenses:

A. A flat fee in the total amount of \$ _____ for all services, costs and expenses, to be paid as follows (itemize services, costs and expenses and state terms of payment):

OR

B. A rate of \$ _____ per hour, not to exceed a total of \$ _____ for all services, costs and expenses. I will provide you a statement itemizing all services rendered, expenses incurred, and the balance owed, each time a payment is due.

III. CANCELLATION

[Bold type] You may cancel this contract for any reason within 24 hours after we both have signed it.

[Bold type] If you cancel the contract, I must immediately refund any fees which you have paid me. The only fees that I may keep are fees for services which I have actually, necessarily and reasonably performed on your behalf during the 24-hour period. I cannot keep any fees for services performed during the 24-hour period unless you knew that I would perform those services and you agreed in this contract that I would perform them.

To cancel this contract, send me a written notice stating that you are canceling the contract. Mail the notice by first-class mail with the correct postage, and send it to me at my address (see Part V below). Cancellation takes effect on the date of the postmark on the notice. You can also cancel this contract by delivering a written notice of cancellation to my address within the 24-hour period.

You also may cancel this contract at any time if I:

- Fail to give you a copy of this contract before providing any services to you, or
- Fail to specify in the contract the services which I will perform and the costs of those services, or
- Fail to give you a copy of the contract in English and in any other language that you understand and that was principally used in any oral sales presentation or negotiation leading to execution of the contract. If you cancel this contract for any of these reasons, I must immediately refund in full any fees which you have paid me.

You may also cancel this contract at any time if you have legal cause.

IV. ATTORNEY'S FEES AND COSTS

In the event of suit for damages arising from this contract or to enforce any of its provisions, the court may award the prevailing party his or her reasonable attorneys fees and costs.

V. VENUE

The venue for any action arising out of a dispute between you and me is the county in California in which you have your primary residence.

~~V.~~ VI. DESCRIPTION OF THE PARTIES Unlawful Detainer Assistant

Full name:	
Business name (if different):	
Street address of business:	
City, State:	
Telephone number:	
Fax number (if any):	
Registration number in county where services will be provided:	
Date of expiration:	
County:	
I have filed a bond or made a cash deposit in the following counties:	
	Client
Name of client:	
Name of client:	
Street address:	
City, State:	
Telephone number:	

VI. VII. SIGNATURES	
Executed at _____, California.	
(Signature of Unlawful Detainer Assistant)	(Date)

Notices to Client

[12-point bold type] You may obtain information from the local bar association or a legal aid or legal services office regarding free or low-cost representation by a lawyer. You may contact the local police, sheriff, district attorney or legal aid or legal services office if you believe that you are the victim of fraud, unauthorized practice of law or other injury.

(Client)	(Date)
(Client)	(Date)

(THIS CONTRACT IS NOT VALID OR BINDING UNTIL THE UNLAWFUL DETAINER ASSISTANT HAS GIVEN ALL CLIENT PARTIES A FULLY EXECUTED COPY OF IT, INCLUDING AN ACCURATE TRANSLATION OF IT IN ANY LANGUAGE OTHER THAN ENGLISH THAT THE CLIENT UNDERSTANDS AND THAT WAS PRINCIPALLY USED IN ANY ORAL SALES PRESENTATION OR NEGOTIATION LEADING TO EXECUTION OF THE CONTRACT.)

(c) The unlawful detainer assistant shall reproduce the standard form contract prescribed by subdivision (b).

Note: Authority cited: Section 6410, Business and Professions Code.
Reference: Sections 6402, 6405, 6408, 6409, 6410 and 6411, Business and Professions Code.