

§ 13-1-11 Form 2 Demand Letter, Action For Rent

(Addressed and sent both certified and regular mail, in strict compliance with notice provision of lease)

Dear _____:

Please be advised that I represent _____, to whom you are indebted in the amount of \$ _____, arising out of and related to that certain lease agreement for the premises known as _____ (and guaranty for the performance thereof by _____) representing unpaid (rental for the months of _____), in the amount of \$ _____ (plus accrued interest in the amount of \$ _____).

On behalf of _____, I wish to herewith advise you that unless your remittance in cash or certified funds in the amount of \$ _____ is received by this office within _____ (_____) days of your receipt of this letter, we shall have no alternative but to take immediate legal action for the collection of this claim, and to exercise all remedies as provided in the aforesaid lease agreement and by law.

Said lease provides that no failure of landlord to exercise any power given landlord, or to insist upon strict compliance by tenant with tenant's obligation thereunder, and no custom or practice of the parties at variance with the terms thereof shall constitute a waiver of landlord's right to demand exact compliance with the terms thereof; accordingly, demand is hereby further made for the payment of rental on the due date, as specifically provided in said lease agreement, commencing with the next installment of rental payable thereunder.

Pursuant to O.C.G.A. § 13-1-11, unless you make payment in full of the principal (and interest) in the total amount of \$ ____ (13) ____ within ten (10) days from receipt of this notice, the holder of the indebtedness will seek to enforce collection of the principal, interest, and attorney's fees as provided by contract.

This matter demands your immediate attention.

Yours very truly,
