## LEASE ADDENDUM AND TEMPORARY DEFERRAL OF RENTS

Tenant Name:	Landlord:	Property Address:
Current Rent Payment Amount:	Month(s) Being Deferred:	New Rent Payment Amount:
First Payment Due:	Final Payment Due:	Today's Date:

This Lease Addendum and Temporary Deferral of Rents, (hereinafter "Lease Addendum or Addendum") adds the following paragraphs to the Lease between the Tenant and Landlord identified to above.

## RECITALS

**Purpose of the Addendum.** The Lease for the above-referenced unit is being amended to include the provisions of this Addendum in response to the Tenant's request for a rental deferral due to the COVID-19 pandemic. The purpose of this Addendum is to allow the tenant a rent deferral or other relief due to financial strain caused by the COVID-19 quarantine orders and loss of income.

For mutual consideration, the Parties do agree and stipulate as follows:

- 1. **Terms of the Lease.** Landlord and Tenant (collectively, the "Parties"), entered into a Lease Agreement on \_\_\_\_\_\_. All Parties are bound by the stipulations and provisions set forth in the Lease Agreement in addition to what is set forth herein. Tenant continues to be bound by all stipulations, rules and regulations set forth in the Lease, to include but not be limited to the following:
- 2. Tenant agrees to pay any and all late fees associated with late payment of rents after the term of this month(s) deferral has expired. Tenant agrees to contact Landlord prior to the first day of each month to provide any changes to Tenant's financial situation.
- 3. All fees and charges due from Tenant to Landlord, including but not limited to collection fees, eviction costs, attorney's fees, court costs, service fees, unpaid utilities, and any damages; may be considered unpaid rents if not paid for by the first (1<sup>st</sup>) day of the month directly following the accrual of said costs and charges.
- 4. Tenant agrees to notify Landlord of any visitors that will be staying at the premises for a period of time greater than two (2) weeks. If Tenant is planning to allow a visitor an extended stay, Tenant understands and agrees to notify Landlord and provide an application for the visitor to Landlord before the two (2) week visitation period has expired. Any person visiting for more than two (2) weeks must have an application

approved and be added to the Lease. Non-compliance with this provision is grounds for eviction.

- 5. Tenant agrees to continue to abide by any and all provisions set forth in the Lease Agreement which have or have not been listed in the Addendum. Tenant will continue to properly maintain the premises as set forth in the Lease. Tenant agrees to not engage in any illegal or unlawful acts and understands an action to evict Tenant will be pursued should the terms of the Lease and Addendum be violated at any time.
- 6. Tenant shall be liable to Landlord for any and all costs and fees included in an eviction or judicial proceeding of the Tenant.
- 7. **Terms of Deferral of Rents.** The Landlord and Tenant enter into this Agreement and set forth the following:

a. Landlord agrees to accept the	ounted rental amount of <u>\$</u> on	the
day of	, 2020 as payment of rents for the month(s) of	
, 2020	e unpaid balance of <u>\$</u> is t	0
be added in increments of <u>\$</u>	to each monthly rental payment	
thereafter; increasing the rea	ayment to <u>\$</u> per month; to begi	in
on the date specified above.		

- a. Tenant agrees to provide proof of financials to Landlord, including proof of new wages, unemployment wages to be received, or proof of loss of job without pay.
- b. Tenant agrees to pay the entire deferred amount by or before the date specified above.
- c. Tenant expressly understands that Landlord is in no way obligated to, yet is offering this deferral, in good faith, as temporary relief provided to the Tenant due to current exigent circumstances. Should the Tenant default on the unpaid deferral amount, Landlord can and will pursue a judgment for the unpaid balance as well as any necessary costs and fees associated with the eviction action.
- 8. **Conflict with Other Provisions of the Lease.** In the case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

IT IS EXPRESSLEY UNDERSTOOD AND AGREED that this is a full and complete agreement and by signing this Lease Addendum all Parties agree to the terms stipulated herein. By executing this Lease Addendum and Temporary Deferral of Rents the undersigned Parties represent and declare that they; are of legal age and sound mind, have full authority to execute the Addendum, have had an opportunity to seek legal counsel and have full understanding of the legal significance of the same and hereby execute this Lease Addendum by their free act and volition.

Dated as of the date specified herein.

TENANT:

Print Name: \_\_\_\_\_

LANDLORD:

Print Name: \_\_\_\_\_\_
Title: \_\_\_\_\_

\_\_\_\_\_