

DEFERRED PAYMENT AGREEMENT ADDENDUM (COVID-19)

PARTIES			
LANDLORD/AGENT:			
TENANT 1:		TENANT 2:	
TENANT 3:		TENANT 4:	
PREMISES/STREET/UNIT#:		CITY/STATE/ZIP:	
CURRENT MONTHLY RENT:	\$	CURRENT BALANCE DUE:	\$

The following terms and conditions are hereby incorporated in and made a part of or, if applicable, an amendment to, the Rental Lease Agreement dated _____ (the "Agreement") on property known as _____ ("Property") in which _____ is referred to as Tenant(s) _____ is referred to as Landlord/Agent.

- A. Tenant asserts that they are unable to meet their current monthly rental obligation.
 B. The decrease in income is specific, verifiable, supported by financial, employment and/or medical documentation of the loss of income directly attributable to COVID-19 as listed and submitted by Tenant(s) which is acceptable by Landlord/Agent as follows:

1. Remaining Balance Due.

Tenant(s) acknowledge(s) the amount indicated above is the unpaid rent and is now due Landlord/Agent. This Addendum shall not alter any other term of the Rental Agreement.

2. **Agreement for Payment and Payment Schedule.** Tenant(s) agree to pay to Landlord/Agent Remaining Balance Due, upon the earlier of:
- (a) the dates specified in the agreement;
 - (b) the date that Tenant(s) materially breaches the Lease Agreement or this Deferred Payment Agreement Addendum; or
 - (c) the date that Tenant(s) surrender possession of the Premises.

Date Due	Amount Due
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Total	\$

3. Deferred Rent.

In the event that Tenant(s) are unable to pay Landlord/Agent the monthly rent due and enter into this Addendum, Tenant(s) shall provide satisfactory evidence to Landlord/Agent that it is a direct result of:

- 1) The non-payment of rent arises out of a substantial decrease in household or business income or substantial out-of-pocket medical expenses; and
- 2) The substantial decrease in income was caused by the COVID-19 pandemic, or by any local, state, or federal government response to COVID-19; and

4. Responsibility to Pay Deferred Rent.

Tenant(s) acknowledge and accept the Tenant(s) remain(s) responsible to pay when due, all other amounts due under the Rental Lease Agreement, (whether any additional rent amounts due, utilities, or other amounts due).

_____ INITIALS

All payments herein shall be paid in addition to the Tenant's regular monthly rent. Any payment received by Landlord/Agent shall first be applied to the past due Amount Owed regardless of any notation or Tenant directive.

5. **Due Date for Deferred Rent.** Tenant(s) agree to pay to Landlord/Agent the Deferred Rent amount, on or before upon the earlier of:
- (a) the dates specified in the agreement.
 - (b) the date that Tenant(s) materially breaches the Original Lease Agreement or this Deferred Payment Agreement Addendum; or
 - (c) Thirty (30) days prior to the date on which Tenant(s) surrenders possession of the Premises.
6. **No Landlord Waiver.** Landlord's/Agent's execution of this Addendum does not constitute a of Landlord's/Agent's right to demand any additional lawful amounts. Any amounts due to Landlord/Agent and not specified in this Addendum as part of the Remaining Balance Due (e.g. future rent or additional past due balances not specified in paragraph 1), will be due when specified in the Rental Lease Agreement. The scheduled payments under this Deferred Payment Agreement Addendum apply only to a Remaining Balance Due and or "Deferred Rent" amount, and do not alter any other obligations under the Rental Lease Agreement. If any invoice, ledger or accounting prepared by Landlord/Agent is inaccurate, the inaccuracy will not waive Landlord's/Agent's right to demand any additional amounts due.

Landlord/Agent reserves all rights and/or legal remedies pursuant to the Rental Agreement in the event of Tenant's default in the terms of this Agreement.

This Addendum contains all of the terms agreed to by the Parties and replaces all previous discussions, understandings, and oral agreements with the exception of the Rental Agreement and Amendments. thereto which remain in full force and effect.

7. **Remedies on Default.**

If there is a default under this Deferred Payment Agreement Addendum, or a new default under the Rental Lease Agreement, the entire Remaining Balance Due amount will become immediately due at the option of Landlord/Agent. Any default in payment under this Payment Agreement Addendum will be considered a material breach under the Rental Lease Agreement, allowing Landlord/Agent to pursue any remedies allowed by law, including (but not limited to) recovery of possession of the Premises and a money judgment.

8. **Tenant Representations**

- (a) **Tenant's Representations.** Landlord/Agent has entered into this Addendum with Tenant(s) based on representations by Tenant(s) that Tenant's income, assets, and current inability to pay past due amounts due to Landlord/Agent is a direct result of COVID -19. Tenant(s) represent that their statements and representations are truthful and accurate. If they are not, this will be a non-curable material breach of this Addendum and Landlord/Agent may (in Landlord's/Agent's sole and absolute discretion), immediately accelerate all amounts due under this Payment Agreement Addendum. Tenant(s) agree that upon written request by Landlord/Agent, Tenant(s) will submit to Landlord/Agent documentation regarding Tenant(s) income (previous, current, and anticipated future income).
- (b) **Covid-19 Related Governmental Benefits Paid.** If after signing this Addendum, Tenant(s) receives payment of COVID-19-related governmental benefits:
- (1) Tenant(s) will immediately advise Landlord/Agent, in writing and;
 - (2) Tenant(s) shall pay Landlord/Agent the government benefit paid to Tenant(s).

9. Tenant's Certification.

Tenant(s) acknowledge and agree that as of the date that that Tenant(s) signs this Deferred Payment Agreement Addendum:

- (a) That Landlord/Agent is not in default in any respect under the Agreement; and
- (b) These representations constitute a material consideration to Landlord/Agent in entering into this Addendum.

By Signing Below, the Parties acknowledge that they have read, understand, accept and have received a copy of the Deferred Payment Agreement Addendum.

Tenant 1	Date	Tenant 2	Date
Tenant 3	Date	Tenant 4	Date
Landlord	Date	Landlord's Agent	Date

UNAUTHORIZED USE PROHIBITED
For Members Only
Apartment Association,
California Southern Cities
Approved Form #54A – 4/20

