

**CORONAVIRUS RENT DEFERRAL AGREEMENT**

**THIS RENT DEFERRAL AGREEMENT** dated \_\_\_\_\_

**BETWEEN:**

\_\_\_\_\_  
(the "Landlord")

**- AND -**

\_\_\_\_\_  
(the "Tenant")

**Background**

- A. The Landlord and the Tenant entered into the lease (the "Lease") dated \_\_\_\_\_, for the premises (the "Premises") located at \_\_\_\_\_.
  
- B. The Landlord and the Tenant desire to amend the Lease on the terms and conditions set forth in this lease amending agreement (the "Agreement").

**IN CONSIDERATION OF** the Landlord and Tenant agreeing to amend their existing Lease, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

**Amendments**

1. The Lease is amended as follows:

**a. Rent Payment Delay Notification**

Tenant notified Landlord of Tenant's inability to pay all or some of the rent for the month of  April  May  Other \_\_\_\_\_ on \_\_\_\_\_, 2020  
 orally  by email  by text  hand delivered  by mail or  Other: \_\_\_\_\_.

**b. Reason for Rent Payment Delay (check all that apply)**

- Tenant was laid-off or lost income due to COVID-19.
- Tenant is unable to work because Tenant has or may have COVID-19.
- Tenant is unable to work because Tenant is caring for a family member who has or may have COVID-19.

Other: \_\_\_\_\_  
\_\_\_\_\_

**c. Documentation Provided by Tenant as Proof of Inability to Pay Rent:**

Tenant has provided Landlord with the following documentation verifying the reason(s) stated in 1(b) as proof of inability to pay rent:

- Termination notice
- Pay stubs
- Bank statements
- Medical bills
- Signed statement by employer or supervisor
- Other: \_\_\_\_\_  
\_\_\_\_\_

**d. Amount of Rent Deferred:**

- i. The TOTAL rent that is due from \_\_\_\_\_ to \_\_\_\_\_ is \$\_\_\_\_\_.
- ii. The TOTAL amount of rent Tenant agrees to pay during this period is \$\_\_\_\_\_.
- iii. The TOTAL rent deferred is \$\_\_\_\_\_.

**e. Repayment Plan (select one)**

Tenant shall repay Landlord TOTAL rent deferred as follows:

- All at once on \_\_\_\_\_, 2020.

**OR**

- In equal monthly installments of \$\_\_\_\_\_ per month beginning on \_\_\_\_\_, 2020 and continuing for \_\_\_\_\_ months. The last repayment shall be on \_\_\_\_\_, 2020.

**OR**

- Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- i. Repayment and last repayment date will be extended if an applicable Executive Order is enacted or extended. The repayment amount will be recalculated based on new total delayed rent.
- ii. The repayment amount shall be in addition to the monthly rent due in the lease agreement.

- iii. If the tenancy is terminated, the unpaid portion of deferred rent will become due immediately.
- iv. Failure to pay any installment is a breach of this Agreement and entitles the Landlord to give Tenant applicable notice and commence eviction.

**No Other Change**

- 2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Lease remain unchanged and in full force and effect.

**Governing Law**

- 3. Subject to the terms of the Lease, it is the intention of the parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of \_\_\_\_\_, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**Additional Terms**

- 4. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IN WITNESS WHEREOF** the Landlord and Tenant have executed this Coronavirus Rent Deferral Agreement as of the date first above written. By signing below Landlord and Tenant acknowledge they have read, understand, and agree to the terms of this Agreement.

Tenant \_\_\_\_\_ Date \_\_\_\_\_

Tenant \_\_\_\_\_ Date \_\_\_\_\_

Landlord \_\_\_\_\_ Date \_\_\_\_\_

This form is not "State Specific" and in fact many jurisdictions have ordinances that may conflict with or render in valid certain clauses of some forms. Users should seek the advice of an attorney and use this form as a reference only.