

Landlord and Tenant Rent Deferment Addendum

Tenants: [Names of each Tenant] (collectively, "Tenant") and Landlord or Owner (collectively "Owner"), by and through its property manager, [Name of property Management Company] ("Manager") enter into this Landlord and Tenant Rent Deferment Addendum ("Addendum"). Collectively, Tenant, Owner and Manager are referred to as the "Parties" or individually as a "Party."

Recitals

Whereas, in light of the extraordinary circumstances and financial impacts related to the COVID-19 pandemic, Manager and Tenant enter into this Addendum for the residential dwelling unit located at: [Address of Premises]. California ("Premises").

Whereas, on March 24, 2020, the Marin County Board of Supervisors passed Resolution No. 2020-[TBD], requiring qualified tenants are entitled to rent deferment.

Whereas, on or about [Date], 20___, the Parties entered into a written agreement (the "Rental Agreement") to rent the Premises to Tenant.

Whereas, the current monthly rent for the Premises is equal to \$[Amount].

Whereas, utilities/service charges for the Premises is/are: [Utilities Paid by Landlord Subject to Reimbursement] \$[Amount] per month, Not Applicable.

Now therefore, Manager and Tenant Agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are incorporated by reference.
2. **Rental Agreement Remains In Effect.** Except as provided in this Addendum, all terms and conditions of the Rental Agreement remain in effect.
3. **Applicability.** This Addendum applies to each and every tenant occupying the Premises on a joint and several basis. Each and every Tenant shall provide any and all information and documentation required by Paragraph 4(A) and 4(B) below.
4. **Tenant Warranties and Representations.** Tenant, and each person defined as a Tenant, represents and warrants without exception:
 - A. **Financial Impacts.** Tenant has incurred "Financial Impacts" as defined below, caused either directly or indirectly by: the COVID-19 pandemic, the Proclamation of Local Emergency, the Marin County Health Officer's Shelter in Place Order, or public health orders or recommended guidance

related to COVID-19 from local, state and federal authorities. Financial Impacts mean any of the following:

- (1) A substantial loss of income due to business closure.
- (2) Loss of compensable hours of work or wages.
- (3) Layoff.
- (4) Missing work or childcare expenditures due to school closure.
- (5) Medical expenses related to being ill with COVID-19.
- (6) Caring for a member of the Tenant's household who is ill with COVID-19, or other similarly caused reason resulting in a loss of income due to COVID-19.

B. Objectively Verifiable Documentation. Tenant shall provide to Manager any and all of the following documentation available that is true and correct that due to Financial Impacts related to COVID-19 causes Tenant to be unable to pay the rent due. Such information shall include as applicable:

- (1) A statement from Tenant's employer that the business has been closed or has severely limited its operations, and
 - a. Tenant has been laid off,
 - b. Tenant is receiving partial pay or no pay.
- (2) The most recent three months of Tenant's bank statements (checking and/or savings account) showing that your accounts are insufficient to pay the rent due.
- (3) Any medical or financial information provided to Manager shall be held in confidence, and only used for evaluating Tenant's claim for rent deferral.

5. **Rent Deferral.** Tenant agrees that this Addendum provides for a deferral of rent, and Tenant remains fully obligated on a joint and several basis to pay any and all rent as it comes due except as provided in this Addendum. Provided Tenant is not in default under this Addendum, Tenant shall not be responsible for any late fees under the Rental Agreement for the period of time from March 24, 2020 to May 31, 2020.

A. Revised Rent Schedule. Tenant shall pay rent according to the following schedule

- | | |
|--------------------|----------|
| a. April 2020. | \$ _____ |
| b. May 2020. | \$ _____ |
| c. June 2020. | \$ _____ |
| d. July 2020. | \$ _____ |
| e. August 2020. | \$ _____ |
| f. September 2020. | \$ _____ |

6. **Default.** Tenant will be in default under this Addendum if Tenant: (i) fails to make any agreed payment on time; (ii) gives false information intended to induce Manager to enter into this Addendum; or (iii) vacates the Premises before paying all rent due. Upon default, all past-due and deferred amounts shall immediately

become due and owing, and all unpaid amounts due shall begin to accrue 10% simple interest from the original payment due date. No waiver by Manager of any payment default under the original terms of Tenant's tenancy and/or under this Addendum shall be deemed a waiver of any subsequent default.

By signing below, Tenant acknowledges reading and understanding this Addendum in its entirety and agrees to all provisions contained herein.

TENANTS

TENANT NAME

Dated: _____

TENANT NAME

Dated: _____

TENANT NAME

Dated: _____

MANAGER

[NAME OF PROPERTY MGMT COMPANY]

By: _____
Officer Name
Its: [title]

Dated: _____