

RENT FORBEARANCE PAYMENT AGREEMENT

This Rent Forbearance Payment Agreement (the "Agreement"), dated for reference purposes only _____, 2020 (the "Effective Date"), is made by and between _____ (the "Owner") and _____

(individually or collectively, as appropriate, referred to as the "Tenant") with respect to Tenant's occupancy of the residential real property located at _____, San Francisco, California (the "Premises").

RECITALS

- A. The parties acknowledge the existence and effectiveness of Order No. C19-07 of the City and County of San Francisco Department of Public Health (the "Shelter in Place Order") and State of California Executive Order No. N25-20 (the "Executive Order").
- B. Due to the COVID-19 crisis and the resulting Shelter in Place Order and the Executive Order (collectively, the "Orders"), many individuals have suffered economic harm which has negatively impacted their ability to pay rent.
- C. Tenant contends that the COVID-19 crisis and the Orders have in fact caused Tenant to suffer economic harm which has and will have an adverse impact on Tenant's ability to pay rent under the terms of the Lease.
- D. Owner wishes to extend courtesies and accommodate Tenant in order to preserve the tenancy, notwithstanding Tenant's inability or difficulty paying some or all of the rent due under the Lease.
- E. The parties wish to amend certain portions of the written or oral agreement between Owner and Tenant which governs Tenant's occupancy of the Premises (the "Lease") on each and all of the terms, provisions and conditions contained herein.

In consideration of the promises, terms and conditions contained herein and such other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Owner and Tenant hereby agree as follows:

1. Recitals. The parties hereby agree that the recitals set forth hereinabove are true and correct and incorporated into this Agreement.

2. Effect of Amendment. Except as otherwise expressly set forth herein, all terms and conditions set forth in the Lease shall remain unmodified and in full force and effect.

3. Modifications to Lease.

(a) This Agreement shall cease to be effective when all terms of this Agreement have been satisfied as written (the "Termination Date"). The period between the Effective Date and the Termination Date shall be referred to as the "Effective Period."

(b) 1) Delay Payment of Total Rent for the Month. During the Effective Period, Tenant's obligation to pay rent shall remain in full force and effect, provided, however, Tenant's obligation to pay rent to the Owner for each month of occupancy shall be deferred for a period of _____ days. For example, rent due for the period of April 1, 2020 through April 30, 2020 shall be considered timely delivered to Owner provided such rent payment is received on or before _____.

2) Delay Payment of the Balance of Rent for the Month. During the Effective Period, Tenant's obligation to pay rent shall remain in full force and effect, provided, however, Tenant's obligation to pay the current balance due of rent to the Owner in the amount of \$ _____ shall be deferred for a period of _____ days.

3) Payment Plan for the Balance of Rent Due. During the Effective Period, Tenant's obligation to pay rent shall remain in full force and effect, provided, however, Tenant's obligation to pay the current balance due of rent to the Owner in the amount of \$ _____ shall be deferred and paid in equal installments of \$ _____ per month, payable on the first day of each month beginning on _____, until said balance due is paid in full.

(c) During the Effective Period, no late fees shall accrue provided Tenant pays rent in accordance with the terms of this Agreement.

(d) Nothing herein shall be construed as a waiver of the Tenant's obligation to pay rent as it ordinarily becomes due during the Effective Period.

(e) If any conflict exists between the terms of the Lease and this Agreement, the terms of this Agreement shall control.

(f) **Please note:** Acceptance of rent or payments from any subtenant or third party during the term of this Agreement does not create an Owner-Tenant relationship between Owner and that subtenant or third party. Rather, the remittance of payment by a subtenant, third party or anyone not a party to the operative rental agreement between Owner and Tenant shall be deemed to come from the Tenant only, and will be accepted by Owner as a convenience and courtesy to Tenant, only.

4. General Terms.

(a) Entire Agreement. This Agreement contains the entire agreement among the parties with respect to the matters referred to herein and supersedes all prior agreements (written or oral), drafts, negotiations and communications with respect to those matters. This Agreement may not be modified, changed, supplemented or terminated, nor may any party waive any of the rights, duties and obligations under this Agreement, except by a written instrument signed by each of the parties.

(b) Applicable Law. This Agreement shall be interpreted, enforced and governed by and under the laws of the State of California without regard to its principles of conflicts of law.

(c) Construction. This Agreement shall not be construed against the party preparing it, but shall be construed as if all parties jointly prepared this Agreement without any uncertainty or ambiguity being interpreted against any one party.

(d) Severability. If any provision of this Agreement or its application to any party or circumstance is held invalid or unenforceable, the remaining provisions of this agreement and the application of such provisions to other parties or circumstances shall not be affected thereby, the provisions of this Agreement being severable in any such instance.

(e) Opportunity to Seek Advice. Each of the parties acknowledges that it/he/she has had the opportunity to seek advice of independent legal counsel in connection with this Agreement and that it/he/she understands the meaning of every term of this Agreement and the consequences of signing this Agreement.

(f) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument. A photocopy of a party's signature or a party's signature made or delivered electronically shall be binding against the party whose signature appears on the photocopy or whose signature was made or delivered electronically.

IN WITNESS WHEREOF, Owner and Tenant have executed this Amendment on the date set forth below.

Owner/Agent
Signature: _____

Date: _____

Tenant Signature: _____

Date: _____

Tenant Signature: _____

Date: _____

Tenant Signature: _____

Date: _____

Tenant Signature: _____

Date: _____

Tenant Signature: _____

Date: _____

Tenant Signature: _____

Date: _____