

LEASE ADDENDUM
TO
TEMPORARILY MODIFY RENTAL PAYMENTS DUE TO COVID-19

THIS LEASE ADDENDUM TO TEMPORARILY MODIFY RENTAL PAYMENTS DUE TO COVID-19 (the "Addendum") is made effective as of _____, 2020, and is by and between _____ ("Landlord"), and _____ ("Tenant").

Recitals

WHEREAS, Landlord and Tenant are parties to a certain lease agreement for real property located at _____ (the "Property"), dated _____, 20 (the "Lease");

WHEREAS, the COVID-19 pandemic has led to the issuance of federal, state, and local action to curb the spread of the virus, including the issuance of *stay at home orders* (the "Containment Measures"), which Containment Measures have thereby caused many businesses to temporarily cease operations and many persons to either lose their jobs or have their working hours reduced;

WHEREAS, Tenant has been directly impacted by the Containment Measures as stated below; and

WHEREAS, the parties desire to enter into the following agreement to temporarily modify Tenant's rental obligations under the Lease as stated below;

NOW, THEREFORE, in consideration of the mutual promises contained in this Addendum, the parties agree as follows:

Agreement

1. Impact to Tenant. Tenant hereby represents and warrants to Landlord that Tenant's ability to pay rent when and in the amount due under the Lease has been directly impacted by the Containment Measures as follows: _____

_____ ("Tenant's Hardship").

Tenant shall provide proof of Tenant's Hardship upon reasonable request by Landlord. Tenant agrees and understands that any misrepresentation to Landlord regarding Tenant's Hardship will be considered a material breach of this Addendum and the Lease, and cause for eviction.

2. Rent Modification. The parties hereby agree that Tenant's rental obligations under the Lease are hereby temporarily modified as follows: _____

_____ (the "Modification").

Unless otherwise extended by written agreement of the parties, the Modification shall cease as stated above or upon the elimination of the Tenant Hardship, whichever occurs first. No portion of rent due under the Lease is forgiven, unless expressly so stated by Landlord in writing, and Tenant remains responsible for repaying all rental obligations due under the Lease that are modified as stated above. This Addendum is being executed solely to provide Tenant temporarily relief due to the Tenant Hardship, which has occurred as a direct result of the Containment Measures put into place by federal, state, and local governmental authorities.

3. The Lease. The parties agree that the Lease, as temporarily amended above, remains in full force and effect and is ratified, confirmed, and restated.

IN WITNESS WHEREOF, the parties have executed this Addendum to be effective upon the effective date first written above.

LANDLORD:

By: _____

Name: _____

Its: _____

TENANT:

By: _____

Name: _____

By: _____

Name: _____