

# 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 "Landlord") and \_\_\_\_\_ individually or collectively, as appropriate, referred to as the "Tenant") with respect to Tenant's occupancy of the residential real property located at \_\_\_\_\_ (the "Premises").

## RECITALS

A. The parties acknowledge the existence and effectiveness of Order No. 2020-07 of the Mayor of the City of Tuscaloosa Executive Order (the "Shelter in Place Order") and State of Alabama Public Health Order of March 27<sup>th</sup>, 2020 (the "Public Health Order").

B. Due to the COVID-19 crisis and the resulting Shelter in Place Order and the Public Health Order (collectively, the "Orders"), many individuals have suffered economic harm which has negatively impacted their ability to pay rent.

C. The parties wish to amend certain portions of the written or oral agreement between Landlord and Tenant which governs Tenant's occupancy of the Premises (the "Lease") on each and all of the terms, provisions and conditions contained herein.

D. The Tenant represents that he or she has been directly affected by said orders in that his or her income has been diminished by the affect of said orders.

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, Landlord 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 terminate without further action by the parties on the date that the Orders, including all amendments and/or extensions thereto, cease to be effective (the "Termination Date"). The period between the Effective Date and the Termination Date shall be referred to as the "Effective Period."

(b) Full Rent. 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 Landlord 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 Landlord provided such rent payment is received on or before \_\_\_\_\_.

(c) Balance of Rent. 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 Landlord in the amount of \$ \_\_\_\_\_ shall be deferred for a period of \_\_\_\_\_ days.

(d) Payment Plan. 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 Landlord in the amount of \$ \_\_\_\_\_ shall be deferred and paid in equal installments of \$ \_\_\_\_\_ per month, payable on the first day of each month beginning \_\_\_\_\_, until said balance due is paid in full.

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

(f) Nothing herein shall be construed as a waiver of the Tenant's obligation to pay rent during the Effective Period.

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

(h) Please note: Acceptance of rent or payments from any subtenant or third party during the term of this Agreement does not create a landlord-tenant relationship between Landlord 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 Landlord and Tenant shall be deemed to come from the 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 Alabama.

(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) 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, Landlord and Tenant have executed this Amendment on the date set forth below.

Landlord/Agent  
Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Tenant Signature: \_\_\_\_\_

Date: \_\_\_\_\_