**RENT FORBEARANCE AGREEMENT THAT DEFERS ALL OR A PORTION OF THE RENT DUE WHEN TENANTS ARE DIRECTLY IMPACTED BY THE COVID-19 CRISIS**

This Rent Forbearance Agreement is made effective this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020 by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Landlord”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Tenant”) to accommodate rent for the residential real property located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**RECITALS**

A. San Francisco Mayor London N. Breed has announced a temporary moratorium on residential evictions related to financial impact caused by the communicable virus. This moratorium will prevent any resident from being evicted due to a demonstrated loss of income related to a business closure, loss of hours or wages, layoffs, or extraordinary out-of-pocket medical costs caused by the COVID-19 pandemic. The moratorium initially remains in effect until April 12, 2020, but can be extended for another 30 days through an Executive Order. If the Local Emergency declared by the Mayor is rescinded at any point, the moratorium will cease to be in effect.

B. As a longstanding pattern, both parties have established that the monthly rent due is on the \_\_\_\_\_\_ day of each month. Due to a demonstrated hardship from the COVID-19, both parties wish to amend the Lease on each and all of the terms, provisions, and conditions contained herein.

C. The Tenant has provided notice to the Landlord, or the Landlord’s designee, that due to a financial impact related to COVID-19, the Tenant is unable to pay rent in whole or in part. This notice was provided to the Landlord on \_\_\_\_\_\_\_\_\_\_.

D. On \_\_\_\_\_\_\_\_\_\_, the Landlord is in receipt of documentation or other objective information that the Tenant could not pay rent because of a loss of income related to a business closure, loss of hours or wages, layoffs, or extraordinary out-of-pocket medical costs caused by the COVID-19 pandemic. This documentation or other objective information was received in the following format:

[ x ] Written notice [ x ] Email correspondence [ x ] Text message

After the Landlord has been delivered documentation or other objective information that indicates a hardship, both parties agree as follows:

1. Nothing in this Agreement absolves the Tenant of accrued rent due. Tenant’s obligation to pay rent shall remain in full force and effect; however, the deferred amount of rent is $\_\_\_\_\_\_\_\_\_\_ per month, effective \_\_\_\_\_\_\_\_\_\_\_, 2020, with a balance due of $ \_\_\_\_\_\_\_\_\_.

This period of deferred rent will last for 30 days, at which point it will be revisited if the Mayor’s Emergency Order remains intact.

(i) At the expiration of the 30-day rent deferment, the Tenant must elect to take one of two actions:

1. Pay the rent.
2. Obtain an extension of rent deferment by reclaiming and recertifying a demonstrated hardship due to the COVID-19 pandemic. This would once again require alerting the Landlord that rent obligations, for the time being, cannot be fulfilled and thereafter, within seven (7) calendar days, produce documentation or other objective information that would indicate loss of income related to a business closure, loss of hours or wages, a layoff, or extraordinary out-of-pocket medical costs attendant to the public health crisis.

2. If the Tenant is uncommunicative and does not fulfill the two-fold obligation of both notifying the Landlord within 30 days of missed rent payments that the non-payment of rent is due to a COVID-19-related financial impact, and the subsequent requirement to produce supporting documentation to substantiate this claim within seven (7) calendar days, the Tenant cannot use the Mayor’s Executive Order as an affirmative defense to an eviction action. The Tenant understands that he or she shall alert the Landlord to an anticipated hardship that will foreseeably lead to non-payment rent in a timely manner and similarly, produce substantiating information within the timeframe prescribed by law, or will potentially lose certain protections.

3. The Tenant can get further extensions by following this two-step process each month, but under no circumstances does the extension last beyond six months after the expiration of the Order. If at the end of the applicable extension period, the tenant still has not paid all outstanding rent, the landlord shall have the right to evict under Section 37.9(a)(1).

4. The agreed delay in payment of rent or payment of reduced rent during this crisis is not a rent waiver and shall in no way reduce the base rent due under the San Francisco Rent

Stabilization Ordinance.

5. By signing this Rent Forbearance Agreement, Tenant attests, under penalty of perjury, that the documentation or other objective information provided to the Landlord to support the loss of income due to the COVID-19 virus is true and correct.

6. This Agreement shall terminate without further action by the parties on the date that the Mayor’s Orders, including all amendments and/or extensions thereto, cease to remain in effect.

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

Landlord Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

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