**SPECIAL COVID-19 EMERGENCY AMENDMENT FOR LEASE OR RENTAL AGREEMENT**

\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Landlord”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Tenant”) previously entered into a lease/rental agreement dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020 (“the “Agreement”) for the premises located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_, California (the “Premises”) of which Tenant has not yet taken possession. This Amendment modifies the following terms and conditions in the Agreement.

On \_\_\_\_\_\_\_\_\_\_, Landlord received documentation or other objective information that Tenant is unable to take possession of the Premises because of a loss of income related to a business closure, loss of hours or wages, layoffs, extraordinary out-of-pocket medical costs caused by the COVID-19 pandemic, or because of Tenant’s COVID-19-related illness or lockdown. This documentation or other objective information was received in the following format:

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

After Tenant has delivered to Landlord such documentation or other objective information that indicates Tenant’s inability to proceed, the parties hereto agree to the following option:

[ ]  The Parties agree to mutually terminate and rescind the Agreement, and all funds on deposit with Landlord shall be refunded within \_\_\_ days of execution of this Amendment.

Initials: \_\_\_\_\_\_ \_\_\_\_\_\_

[ ]  The commencement date for Tenant’s taking possession of the Premises shall be extended as follows: [ ]  until the COVID-19 lockdown has ended; [ ]  for \_\_\_\_ days; or [ ]  until \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , 2020.

Initials: \_\_\_\_\_\_ \_\_\_\_\_\_

[ ]  Rent shall be waived for \_\_\_\_\_\_ months [ ]  before [ ]  after Tenant takes possession of the Premises.

Initials: \_\_\_\_\_\_ \_\_\_\_\_\_

By signing this Amendment, Tenant attests, under penalty of perjury under the laws of the State of California, that the documentation or other objective information provided to Landlord to support the loss of income or due to ill health resulting from the COVID-19 virus is true and correct.

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: \_\_\_\_\_\_\_\_\_\_\_\_