

BORNSTEIN LAW

BAY AREA REAL ESTATE ATTORNEYS

When SF Commercial Landlords May Recover Rent Unpaid During Forbearance Period*

Moratorium Period: March 16, 2020 through March 31, 2021, unless extended by the Governor.

Applies only to San Francisco commercial tenants.

Tier 1: Fewer than 10 FTE employees as of December 25, 2020	Tier 2: 10-to-24 FTE employees as of December 25, 2020	Tier 3: 25-to-49 FTE employees as of December 25, 2020	Tier 4: More than 50 FTE employees as of December 25, 2020
<ul style="list-style-type: none"> • 24 months after Moratorium Period expires • May pay partial rent during Forbearance Period • Will first apply to rent due during Forbearance Period, and then remaining rent due during Moratorium Period • Upon 30 days' written notice, tenant may terminate lease. Rent still owed, but no penalties 	<ul style="list-style-type: none"> • 18 months after Moratorium Period expires • May pay partial rent during Forbearance Period • Will first apply to rent due during Forbearance Period, and then remaining rent due during Moratorium Period 	<ul style="list-style-type: none"> • 12 months after Moratorium Period expires • May pay partial rent during Forbearance Period • Will first apply to rent due during Forbearance Period, and then remaining rent due during Moratorium Period 	<ul style="list-style-type: none"> • Upon expiration of Moratorium Period

*Applies only to commercial tenants with combined 2019 worldwide gross receipts to or below \$25 million. Not applicable to tenants/subtenants in property zoned or approved for "office space" unless it is a nonprofit under IRC section 501(c)(3). Tenants/subtenants of properties leased from City and County of San Francisco are not covered. Several other nuances apply - please contact an attorney.