

1 **RENT FORBEARANCE ACCOMMODATION AGREEMENT - COVID 19**

2 (Voluntary, General Terms and Releases, April, 2020)

3
4 This Rent Forbearance Agreement ("Agreement") is made effective this date: _____, 202__ by
5 _____ ("homeowner") for Space: _____ at: (address)
6 _____ and "management"
7 of the mobilehome park: _____ ("Park").

8 **This form is submitted to Management within 7 days of the date the rents and other charges fall due.**

9
10 **Homeowner Represents, and Management and Homeowner Agree:**

11 1. This Agreement affords homeowner an extension of time to pay rents and other charges of tenancy. All
12 parties are in good standing; management is not in default or violation of any homeowner and resident rights.
13 Homeowner requests forbearance within **seven (7) days** of the date rent and other charges are due.

14
15 2. Management shall allow for homeowner to defer rents and other charges while this Agreement is in effect.
16 Management shall deem such payment timely received. Management's forbearance does not waive, release nor
17 estop management's rights which now exist and accrue. Payment in full is required on expiration without further
18 notice or invoice; Management may invoice homeowner for rents and other charges due and owing on the expiration
19 of this Agreement.

20
21 3. **Basic Tenancy Information Acknowledged:** The rental agreement states that rent and other charges are
22 due on the ____ of the month, in full, in advance. All rights are reserved to prospective rent increases and other
23 amendments to the rental agreement:

- 24 - Current monthly rent: \$ _____ per month;
 - 25 - Pending increase(s): \$ _____ new month effective _____, 202__
26 (pursuant to preceding 90 day notice, the service, receipt and propriety of which homeowner
27 acknowledges and agrees);
 - 28 - Submetered charges for utilities is also charged, as invoiced.
 - 29 - Fixed monthly costs are as follows:
- 30 Describe: _____ \$ _____ per month.
 - 31 Describe: _____ \$ _____ per month.
 - 32 Describe: _____ \$ _____ per month.
 - 33 Describe: _____ \$ _____ per month.
 - 34 Describe: _____ \$ _____ per month.

35
36 4. The **TOTAL rent and other charges** now due and payable:

37
38 A. (As of Date) _____, 202__ : \$ _____
39 **Total rents & charges now due and owing**

40
41 B. **Total rents and other charges** now due and owing is **deferred** as follows:

- 42 (i) _____ **For One Month**, to _____, 202__ (homeowner must reapply for relief each
43 month, before payment is due, and enter into a **new** agreement);
- 44 (ii) _____ **A Fixed Period Which Expires:** _____, 202__;
- 45 (iii) _____ **Until Cancellation by Written Notice** posted at premises on or before the 20th of the
46 calendar month preceding cancellation;

47
48 C. **Payment in full** then due shall be paid on _____, 202__. All rents and other charges
49 then due shall be immediately paid, without further notice.
50
51
52

1 **D. Partial Payments:** Partial payments for: electric ___ gas ___ water ___ other: _____
2 shall continue to be invoiced and paid. Partial payments are an exception to management's general rent payment
3 policy for purposes of this Agreement only; partial payments do not constitute a waiver or release of unpaid amounts
4 which continue to be due and owing.

5
6 5. Due to homeowner's demonstrated qualification based on COVID-19 as defined below, management shall
7 permit the forbearance of timely payment as described for the period specified **only**.

8
9 6. Homeowner ___ has provided ___ shall provide within ___ days after execution of this Agreement, **written**
10 **documentation** that homeowner is unable to pay rent due to financial impact caused by COVID-19:

11 (1) Homeowner is sick with COVID-19,

12 (2) Homeowner is caring for a household or family member who is sick with COVID-19.

13
14 (3) Homeowner has experienced a lay-off, or a loss of hours, or other income reduction resulting from a
15 business closure or other economic or employer impact due to COVID19.

16 (4) Homeowner closed his/her business and does not know when/if it can reopen, due to COVID-19.

17 (5) Homeowner is complying with a recommendation from a government health authority to stay home, to
18 self-quarantine, or to avoid congregating with others during the state of emergency.

19 (6) Homeowner has child-care needs arising from school closures related to COVID-19 (with proof of school
20 closure, together with proof of job loss or work hours);

21 (Applies to ##1-6) When was income impaired or interrupted. **Last paid:** _____, 202__;
22 **amount last paid:** \$ _____.

23 Homeowner to provide written verification from:

24 ___ an employer: _____ (name, address)

25 ___ a government agency _____ (name, address)

26 ___ doctor or health care professional _____ (name, address)

27
28
29 7. **Re-Apply On Expiration:** At expiration of this Agreement, homeowner may, while any governmental
30 moratorium on timely payment of rents and other charges is in effect:

31 (A) Pay all rent and other charges then due and owing as last invoiced; or

32 (B) Apply for an extension of this Agreement by re-certifying a demonstrated hardship due to the
33 COVID-19 pandemic as provided above.

34 Homeowner may apply for further extensions by following this two-step process (pay all rent due or obtain an
35 extension) at expiration: the maximum total deferral is ___ six (6) months; ___ months from this Agreement.

36
37
38 8. **Breach or Default:** Previously served default notices to pay or quit, perform covenants or quit and or to
39 terminate tenancy ("notices") remain valid and enforceable in the event of default in payment of rent or other
40 charges required by this Agreement.

41 (A) Payments made after service of notices are not a waiver of the right to enforce such previously
42 served notices. Homeowner affirms that served notices are accurate, correct, properly served and received. Part
43 payments by homeowner are NOT a waiver of rights to enforce previously served notices.

44 (B) Management further reserves the right to supersede the notices and if so, it is agreed all former
45 notices are then of no further force and effect. Homeowner acknowledges that the following notices have been
46 properly served and received:
47 ___ 3 day notice to pay or quit ___ 3 day notice to perform covenants ___ 60 day notice for termination of tenancy.

1 **9. Understandings and Full Disclosure:** Homeowner is in good standing; management is not in default.
2 Homeowner has no claims against management which homeowner is concealing or failing to disclose. Based on
3 this material inducement, management requests and homeowner agrees to waive and release the park owner and
4 management (including all agents, employees, representatives, affiliates, property management entities and their
5 officers, employees, agents and representatives) (collectively, "Releasees") from all actions, causes of action, suits,
6 petitions, complaints, cross-complaints, controversies and disputes of every kind, whether known or unknown,
7 foreseen or unforeseen, contingent or liquidated, suspected or unsuspected, in law or equity (collectively, "Claims").
8 Claims include all demands for monetary or equitable relief, costs, attorney's fees set-offs, rent rates including
9 reductions and overcharges, rule exceptions, and all other relief, which any Releaser has, had, or may have against
10 any Releasee, through to the date of this Agreement. Homeowner has been made aware of, and understands, the
11 provisions of California Civil Code §1542 , which provides:

12
13 **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY
14 DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
15 RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER
16 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY. "**

17
18 Thus, it is agreed that the current rental rate is correct and enforceable. And homeowner waives all rights,
19 benefits, and protections of Civil Code §1542 and of any other state or federal statute or common law principle
20 limiting the scope of a general release. The parties agree that there may be discovery of other facts and
21 circumstances respecting the terms of this release in the future which are not known or realized now, which if
22 known or realized would affect their judgment and willingness to enter this Agreement. It is agreed that each
23 side takes the full risk for such unknown, unrealized and undiscovered facts and matters.

24
25 **10. Miscellaneous:** This Agreement is for the exclusive benefit of the management and homeowner and
26 not for the benefit of any other person and shall not be deemed to have conferred any rights, express or implied,
27 upon any other person. This Agreement may be executed in counterparts, each of which is deemed to be an
28 original, and all such counterparts constitute one and the same instrument. This Agreement, for so long as such
29 agreement is in effect, constitutes the entire agreement between management and homeowner with respect to
30 the subject matter hereof and supersedes all negotiations or previous agreements with respect to all or any part
31 of the terms and conditions mentioned herein or incidental hereto. No parol evidence of any prior or other
32 agreement shall be permitted to contradict or vary the terms of this Agreement. Neither this Agreement nor any
33 of the terms hereof may be terminated, amended or modified except by a written instrument executed by all
34 parties. This Agreement shall be governed by the laws of the State of California, except as provided. As further
35 consideration for this Agreement, all actions or proceedings except unlawful detainer or forcible detainer or
36 injunctive relief, shall, per Civil Code §798.25.5, be subject to arbitration, costs of which to be paid by
37 management, pursuant to the Federal Arbitration Act, in lieu of state or federal courts and if arbitration is not
38 enforceable, then pursuant to court decision utilizing Code of Civil Procedure §638 (reference). All agreements
39 which affect your rights should be signed after consultation with your attorney or legal advisor. This agreement is
40 voluntary, it is not a requirement of tenancy.

41
42 **11. Execution: THIS AGREEMENT AFFECTS YOUR RIGHTS. PLEASE READ IT CAREFULLY.** By
43 signing this Rent Forbearance Agreement, homeowner attests, under penalty of perjury under the laws of the
44 state of California, that all documentation, information provided and statements made to procure this Agreement
45 including facts about loss of income due to the COVID-19 virus, are true and correct.

46
47 **IN WITNESS WHEREOF,** Lessor and Lessee have executed this Amendment as set forth below.

48
49 Homeowner Signature: _____ Date: _____ 202__

50
51 Homeowner Signature: _____ Date: _____ 202__

52
53 Management Signature: _____ Date: _____ 202__