CALIFORNIA ASSOCIATION OF REALTORS®

CORONAVIRUS UNPAID RENT REPAYMENT AGREEMENT

(C.A.R. Form CRRA, 9/21/20)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental OR ☐ Other _____ ("Lease"), dated _____, on property known as _____ ("Premises"), in which _____ is referred to as ("Tenant"), and _____ is referred to as ("Landlord").

1. **RIGHT TO DELAY RENT:** The California legislature has enacted the COVID-19 Tenant Relief Act of 2020, and many cities and counties have enacted legislation on their own, or an executive for those governing bodies has mandated by an emergency executive order, eviction moratorium or rent delay laws permitting a tenant to delay rent payments as a result of the Coronavirus (COVID-19) pandemic. Tenant has failed/will fail to pay all or a portion of the contractually required rent over the period commencing on March 1, 2020 and ending on January 31, 2021.
2. **UNPAID RENT:** Tenant has accumulated/will accumulate $ _____ in unpaid rent over the period commencing on March 1, 2020 and ending on January 31, 2021, as more specifically identified in the attached ☑ Coronavirus Unpaid Rent Calculation (C.A.R. Form CURC). Landlord and Tenant agree that Tenant shall repay Landlord in accordance with Paragraphs 4, 5, 6, and 7 below.
3. **APPLICABLE LAW:** Regardless of any city or county law permitting Tenant the right to delay repayment of unpaid rent, the beginning date of the repayment period may not be delayed beyond March 1, 2021. Landlord and Tenant are advised to consult with a qualified California landlord-tenant attorney familiar with the laws in the jurisdiction in which the Premises is located to assess their obligations under State and local law and whether this repayment agreement satisfies the requirements of any applicable law.
4. **REPAYMENT PLAN:** Tenant agrees to repay, and Landlord agrees to accept, the total delayed rent as follows:
   A. In _____ equal monthly installments of $ _____ per month for ____ months, or ☐ _____ _____.
   B. The date of the first installment shall be _____ 1, 2020.
   C. The last repayment shall be on _____(date).
   D. Other: _____.
5. **RENT PAYMENT AND REPAYMENT SCHEDULE:**

	September 2020	October 2020	November 2020	December 2020	January 2021	February 2021
Regular Rent Due						
Past-due Rent						
Total Rent Due						

	March 2021	April 2021	May 2021	June 2021	July 2021	August 2021
Regular Rent Due						
Past-due Rent						
Total Rent Due						

	September 2021	October 2021	November 2021	December 2021	January 2022	February 2022
Regular Rent Due						
Past-due Rent						
Total Rent Due						

6. **ADDITIONAL REPAYMENT TERMS:**
   A. Payment shall be made in the same manner and to the same place as specified in the Lease, or as subsequently modified in writing.
   B. The repayment amount shall be in addition to the contractual monthly rent due.
   C. If the tenancy, whether fixed-term or month-to-month, terminates voluntarily by Tenant or for cause by Landlord, the unpaid portion of deferred rent shall become immediately due and payable.
   D. Failure to pay any installment of the unpaid, deferred rent shall be deemed a breach of this Agreement and entitle Landlord to bring legal action against Tenant for the full amount of any remaining unpaid rent.
7. **ADDITIONAL TERMS:** _____

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By signing below, Tenant and Landlord acknowledge that each has read, understands, received a copy of, and agrees to the terms of this Coronavirus Unpaid Rent Repayment Agreement.

Tenant_____ Date_____

Tenant_____ Date_____

Landlord _____ Date _____

Landlord _____ Date _____

SAMPLE

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