

TERMS AND CONDITIONS OF DEFERMENT OF RENT DURING EMERGENCY PUBLIC ORDER

Past Due Rent – if you have a past due balance prior to the Emergency Order, that amount is not protected under this Emergency Order.

Monthly Deferment Request Submission – Tenant understands that submitting a *Deferment Request Form* and qualified documentation must be submitted monthly while the Emergency Public Order is in effect.

Deferment Approval – Approval of the Deferment Request is granted by the Landlord and Owner.

Qualified Documentation is Required – Tenant understands that proof of loss of income may be required. Tenant is responsible for providing documentation if requested.

Partial Payment – Landlord's acceptance of any partial payment of rent does not waive the landlord's right to demand payment in full or waive the landlord's rights to enforce any other rights pursuant to the rental agreement. Any payment received by the landlord shall first be applied to the past amount owed.

Filing Unlawful Detainers – Evictions can be processed by the courts for all other actions unrelated to the non-payment of rent during the Emergency Public Order. For clarification if you have a past due balance prior to the Emergency Order, that amount is not protected under this Emergency Order.

Current Evictions – All evictions filed prior to the Emergency Public Order have not been dismissed. Eviction processing has remained the same as prior to the Emergency Public Order.

Default – If for any reason the Tenant should not oblige to any section or portion of the *Deferment Request Form* and these Terms and Conditions, the Tenant shall be considered in default. Under such an event, the remaining balance of the Amount Owed shall be due within five (5) business days with the Tenant liable to pay all reasonable attorney's fees and costs of collection of the Landlord. In addition, the Landlord may reclaim any property or goods in connections with the Amount Owed, hold and dispose of the same, and collect expenses, together with any deficiency due from the Tenant, subject to the Tenant's right to redeem said items pursuant to law.

Governing Law – The *Deferment Request Form* and these Terms and Conditions shall be governed by, and construed in accordance with, the laws of the State of California. The unenforceability or invalidity of any clause in the *Deferment Request Form* and these Terms and Conditions shall not have an impact on the enforceability or validity of any other clause. Any unenforceable or invalid clause shall be regarded as removed from this Agreement to the extent of its unenforceability and invalidity. Therefore, this Agreement shall be interpreted and enforced as if it did not contain the said clause to the extent of its unenforceability and invalidity.

Entire Agreement – The *Deferment Request Form* and these Terms and Conditions contain all the terms agreed to by the Tenant and Landlord relating to its subject matter, including any attachments or addendums. The *Deferment Request Form* and these Terms and Conditions replaces all previous discussions, understandings and oral agreements.