

PAYMENT PLAN ADDENDUM - LEASE

This Addendum is made on _____, to a residential lease (“Lease”) ratified on _____, between _____ (“Tenant”) and _____ (“Landlord”) for the lease of Premises: _____.

Any capitalized term used herein, but not otherwise defined, shall have the same meaning as in Lease. The parties agree that Lease is modified as follows:

1. **Certification.** By signing this Addendum, Tenant acknowledges receipt of Landlord’s Notice of default dated _____ (“Default Notice”) for failure to make timely payment(s) of Rent. Tenant certifies that Tenant **has** OR **has not** experienced additional expenses or a loss of income due to the Governor of Virginia’s declared state of emergency in response to a communicable disease of public health threat as defined in Section 44-146.16 of the Code of Virginia. Tenant warrants that the statements made herein are true and accurate representations and acknowledges that such representations have been relied upon by Landlord.

If Tenant “has not” experienced such additional expense or loss of income, or if this certification is left blank, this Addendum is VOID and of no force and effect.

2. **Payment Plan.** The parties agree to a written payment plan as follows (“Payment Plan”):
 - A. Tenant shall pay Landlord all unpaid Rent identified in Default Notice (“Unpaid Rent”) in equal monthly installments of _____, beginning _____ and ending _____ (“Payment Period”), in addition to all other Rent due and owed under Lease during Payment Period. Payment Period shall be the lesser of six months or the time remaining under Lease.
 - B. Unpaid Rent shall not include any Late Fees, nor shall any Late Fees be assessed against Tenant during Payment Period, provided Tenant makes complete and timely payments during Payment Period. Tenant remains liable for all accrued Late Fees under Lease existing at commencement of Payment Period and shall make full payment at the conclusion of Payment Period or Lease Term, whichever ends first.
 - C. Other Terms. _____

3. **Nonpayment.** If Tenant fails to pay any installment of Unpaid Rent required under Payment Plan or Lease or any installment of Rent required under Lease during Payment Period within 14 days of its due date, Landlord will provide Tenant Notice specifying Unpaid Rent and Late Fees and notifying Tenant of Landlord’s intention to terminate Lease and proceed to obtain possession of Premises unless Tenant pays Unpaid Rent in full within 14 days after receipt of such Notice.

4. **Reservation of Rights.** This Addendum shall not act as a waiver of any rights or remedies of Landlord under Lease or the Virginia Residential Landlord and Tenant Act (“VRLTA”). Pursuant to Lease and the VRLTA, partial payment of Rent made before or after a judgment of possession is ordered will not prevent Landlord from taking action to evict Tenant.

However, full payment of all amounts owed to Landlord, including all rent as contracted for in the rental agreement that is owed to Landlord as of the date payment is made, as well as any damages, money judgment, award of attorney fees, and court costs made at least 48 hours before the scheduled eviction will cause the eviction to be canceled, unless there are bases for the entry of an order of possession other than nonpayment of rent stated in the unlawful detainer action filed by Landlord.

This Addendum shall not alter, modify, or change in any other respect this Lease, and except as modified herein, all of the terms and provisions of this Lease are expressly ratified and confirmed and shall remain in full force and effect.

LANDLORD:

TENANT:

_____/_____
Date Signature

_____/_____
Date Signature

_____/_____
Date Signature

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Date Signature

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