PAYMENT PLAN AGREEMENT (COVID-19 PANDEMIC)



You understand and agree that your failure to comply with this Agreement is a material breach by you of the Lease Contract and a default under the Default by Resident paragraph of the Lease Contract for which we may sue you for eviction and entitles us to pursue any and all other legal remedies. All payments received will be applied to rent first. The terms and enforceability of this Agreement are subject to state and local orders and ordinances, and may have to be re-negotiated.

We will not pursue eviction for nonpayment of rent if the terms of this Agreement are met. If you do not timely comply with payment provisions set forth herein, we may in our sole discretion pursue eviction for nonpayment of rent and any other remedy under the Lease Contract and state and/or local laws. If you only owe non-rent charges, including late fees, notice fees, deposits, damages, court costs or attorney fees, then no eviction will be started, but you are subject to a collection action for those charges. To the fullest extent authorized by applicable state and local law, we do not waive any right to commence eviction proceedings against you for any breach of this Payment Plan Agreement or any other breach of the Lease Contract or state or local law.

Our choice to enforce, not enforce or delay enforcement of the due date or amount of any payment due under this Agreement or the Lease Contract isn't a waiver under any circumstances.

Nothing contained in this Agreement waives, limits, prejudices or adversely affects any of our rights, remedies or powers under the Lease, by statute, at law or in equity, all of which rights, remedies and powers are expressly reserved, and all other terms and conditions of the Lease Contract not in conflict with this Agreement shall remain in full force and effect.

Any and all terms and conditions of the Lease Contract that are not specifically amended herein remain in full force and effect.

nounts covered by this agreement include the following non-rent amounts:	
Туре	Tota
	
AL PROVISIONS.	
Resident or Residents (All residents must sign)	Owner or Owner's Representative
(All residents must sign)	(Signs below)