**PAYMENT PLAN AGREEMENT AND ADDENDUM TO LEASE (COVID-19 PANDEMIC)**

 THIS ADDENDUM is hereby incorporated into and made a part of the Lease Agreement between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (whether one or more persons collectively referred to as “Tenant”, “you” or “your”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “Landlord”), for the premises located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Apt. # , \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, MA \_\_\_\_\_\_\_\_.

1. The purpose of this Addendum is to express the terms upon which you will receive temporary flexibility for paying rent and other sums due to us under the Lease because you have experienced a loss of wages, incurred new medical expenses and/or have lost employment as a result of the coronavirus (COVID-19) pandemic (the “Pandemic”). In order to qualify for the terms of this Agreement, you must provide us written documentation of your loss of employment, reduction in income, new medical expenses or other monetary hardship that is directly related to the Pandemic, along with documentation regarding any governmental programs including but not limited to unemployment and small business loans that you have applied for and/or received. The determination of the sufficiency of such documentation to qualify for this Agreement is solely within our discretion. You acknowledge that making a false representation or providing false or inaccurate information to us shall be deemed to be a default of this Addendum, a breach of the Lease and shall entitle us to seek all remedies under the Lease and law including but not limited to filing a lawsuit for eviction, breach of contract damages, attorney fees and costs.
2. You acknowledge that rent, utilities and/or other contractual fees in the total sum of **$** (hereinafter referred to as the “Delinquent Rent”) is/will be due and owing the Landlord in accordance with the terms and conditions of the Lease for the following month(s) , 2020. In the spirit of providing you with a one (1) time opportunity to repay the Delinquent Rent to us with temporary flexibility, we will not pursue any eviction action for nonpayment of rent at this time conditioned upon you paying the Delinquent Rent to us in certified funds as follows:
	1. The sum of **$**  shall be paid on or before .
	2. The sum of **$**  shall be paid on or before .
	3. The sum of **$**  shall be paid on or before .
	4. The sum of **$**  shall be paid on or before .
	5. The sum of **$**  shall be paid on or before .
	6. The sum of **$**  shall be paid on or before .
3. You further understand, acknowledge and agree that with the exception of the Delinquent Rent for the month(s) specified above, all other monthly rent, utilities and contractual fees that continue to accrue during the pendency of this Agreement (hereinafter referred to as the “Monthly Rent”) shall be paid to us in accordance with the Lease on or before the 5th day of each month, respectively.
4. You agree that if you fail to tender any payment of the Delinquent Rent or the Monthly Rent that becomes due under the Lease as agreed to and set forth herein, then: (a) all unpaid Delinquent Rent and Monthly Rent due under this Agreement and the Lease shall become immediately due and owing to Landlord; and (b) Landlord shall be entitled to all rights and remedies available under the Lease Agreement and Massachusetts Statutes, including but not limited to, if permitted by Massachusetts and federal law, assessing late fees and serving you with a 14 or 30 Day Notice to Quit in accordance with Massachusetts law terminating your Lease, filing a lawsuit for eviction to regain possession of the premises, and if permitted, breach of contract damages, attorney fees, costs and/or to seek any other rights and remedies under the Lease and/or law.
5. The parties acknowledge, understand and agree that the Landlord is entering into this Agreement for the benefit of Tenant(s), and therefore, any failure by Landlord to enforce the terms of the Lease or this Agreement shall not constitute a waiver of Landlord’s rights, remedies or waiver of any terms described herein or in the Lease Agreement. Additionally, Landlord’s acceptance of rent due after any default shall not be construed to waive any rights of Landlord, nor affect any notice of legal action thereto given or commenced.
6. Tenant acknowledges that execution of this Agreement shall constitute a complete and total resolution, release and waiver of any and all claims, of any nature, known or unknown, of Tenant which may exist or potentially exist against Landlord as of the date of this Agreement. This Agreement supersedes any previous agreements, oral or written, regarding any and all claims of any nature, known or unknown, of Tenant which may exist or potentially exist against Landlord as of the date of this Agreement.
7. To the fullest extent authorized by applicable state and local law, Landlord does not waive any right to commence eviction proceedings against Tenant for any breach of the payment agreement made pursuant to this Agreement or any other breach of the Lease or law. 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 not in conflict with this Agreement shall remain in full force and effect.
8. Tenant hereby warrants that he/she/they has read this Addendum carefully, understand its terms and conditions, acknowledge that he/she has signed this Addendum freely and voluntarily, without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Addendum. This Addendum represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Addendum. If any provision of this Addendum is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Addendum and shall not affect the validity and enforceability of any remaining provisions. This document may be executed in counterparts, and by facsimile, electronic or email signatures, each of which will be deemed to be an original, but all of which together will constitute one and the same agreement.
9. **SPECIAL PROVISIONS.**

**NO FURTHER TEXT – SIGNATURES TO FOLLOW**

**Dated this** **day of** **, 2020 Dated this** **day of** **, 2020**

 **(sign) Tenant,** **(print)**

 **(sign) Authorized Agent for Landlord**

 **(sign) Tenant,** **(print)**