**RENT DEFERRAL AGREEMENT**

THIS AGREEMENT is made as of (“Date”)

BETWEEN

 (“Name of the tenant of tenants as it appears on the lease”)

 (“Address of Rental Unit Currently Rented by the Tenant”)

(hereinafter referred to as the “Tenant”)

AND

(Name of Landlord as it appears on the lease, or otherwise if there has been an assignment)

(Landlord address (could be property manager address))

(hereinafter referred to as the “Landlord”)

WHEREAS:

1. The Landlord and the Tenant have entered into a Lease dated (“add DATE of lease here”) (the “Lease”), where the Tenant has agreed to rent commercial premises civically described as (“add civic address here”) (the “Unit”)
2. The current monthly rent payable for the Unit described in the Lease is $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Rent”);
3. The current monthly (estimated) additional rent payable for the Unit described in the Lease is $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Additional Rent”);
4. The Tenant has requested that the Landlord defer the Rent and Additional Rent due or coming due and owing to the Landlord because of the impact of the COVID-19 pandemic.

**THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. **DEFERRED RENT**
2. The Tenant says that the one or more of the following has occurred because of COVID-19 (check box):

**☐** The Tenant has had to temporarily cease it’s business operations;

**☐** The Tenant has been ordered by a body with authority to temporarily cease it’s business operations

**☐** The Tenant has had it’s business activities significantly disrupted; or

**☐** Other (Please describe): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Based on the representations made by the Tenant, the Landlord is prepared to defer payment of the Rent and Additional Rent in the amount of $\_\_\_\_\_\_\_\_ (the “Deferred Rent”) as follows (check one box):

**☐** Commencing \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the Tenant will pay to the Landlord the amount of $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ plus GST every month on the first day of the month in addition to the Rent and Additional Rent until such time as the entire amount of the Deferred Rent is paid in full (the “Periodic Payment”), or

**☐** The Deferred Rent will be paid in full by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .

**OR**

1. Based on the representations made by the Tenant, the Landlord is prepared to defer payment of the Rent in the amount of $\_\_\_\_\_\_\_\_ (the “Deferred Rent”) as follows (check one box):

**☐** Commencing \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the Tenant will pay to the Landlord the amount of $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ plus GST every month on the first day of the month in addition to the Rent and Additional Rent until such time as the entire amount of the Deferred Rent is paid in full (the “Periodic Payment”), or

**☐** The Deferred Rent will be paid in full by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .

 2.1 Notwithstanding the deferral of Rent, the Additional Rent must be paid as required by the terms of the Lease.

1. **TERMINATION OF AGREEMENT**
2. This Agreement may be terminated:
	1. By the Landlord if the Landlord determines that the information provided by the Tenant to induce the Landlord to enter into this Agreement is not true or correct;
	2. By the Landlord should the Tenant fail to pay any portion of the Deferred Rent as agreed;
	3. By either party should the lease be ended for any reason whatsoever, and if so, then the parties agree that any unpaid Deferred Rent shall become due and payable by the Tenant immediately.
3. **GENERAL CONDITIONS**
4. This Agreement may be amended, but only if consented to in writing by both parties.
5. This Agreement shall be binding upon the parties, their executors, administrators, and successors and permitted assigns.
6. All notices and other communications (collectively "Notices") required under this Agreement shall be in writing and shall be given to each party at its address set our below or at such other address as provided by a party. All Notices shall be:
	* 1. sent by electronic mail (email), or
		2. regular mail, postage pre-paid.
7. Notices shall be deemed to be given
	* 1. if sent by electronic mail to the email address noted below, three (3) clear days after the transmission of the Notice, or
		2. if by ordinary mail, three (3) clear days following the mailing of the Notice; or
8. Notices to the Parties shall be sent to the following addresses:

To the Tenant:

To the Unit

Email:

To the Landlord:

(Name)

(Address)

ATTN:

E-Mail:

The Parties have executed this Agreement by the signature and/or by signature of their authorized representatives on the \_\_\_\_ day of \_\_\_\_\_\_, 2020.

THE TENANT:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature 1: Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature 2: Name

Authorized signatories for LANDLORD:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Position

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Position