

**RENT AMENDMENT**

This is an Amendment to the Lease dated \_\_\_\_\_ (the "Lease"), by and between \_\_\_\_\_, Owner (hereinafter "Owner") for the Apartment Community known as \_\_\_\_\_, and \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ (collectively hereinafter "Resident"), for the premises known as \_\_\_\_\_, State of Colorado ("Premises").

The purpose of this Amendment is to express the terms upon which Resident will receive a rent deferral due to the economic impact of the coronavirus (COVID-19) pandemic (the "Pandemic").

(Check all that apply)

\_\_\_\_ 1. Late fees accruing under the Lease shall be waived from \_\_\_\_\_, 2021 (begin date) until \_\_\_\_\_, 2021 (end date).

\_\_\_\_ 2. Owner agrees to defer \$ \_\_\_\_\_ (the "Deferred Amount") of Resident's charges accruing under the Lease from \_\_\_\_\_, 2021 until \_\_\_\_\_, 2021 (the "Rescheduled Period"), which shall be rescheduled and paid as follows (*Note: the number of Rescheduled Payments below is at the sole discretion of the Owner*):

- \$ \_\_\_\_\_ (1st Rescheduled Payment) due \_\_\_\_\_ (1st Rescheduled Date)
- \$ \_\_\_\_\_ (2nd Rescheduled Payment) due \_\_\_\_\_ (2nd Rescheduled Date)
- \$ \_\_\_\_\_ (3rd Rescheduled Payment) due \_\_\_\_\_ (3rd Rescheduled Date)
- \$ \_\_\_\_\_ (4th Rescheduled Payment) due \_\_\_\_\_ (4th Rescheduled Date)
- \$ \_\_\_\_\_ (5th Rescheduled Payment) due \_\_\_\_\_ (5th Rescheduled Date)
- \$ \_\_\_\_\_ (6th Rescheduled Payment) due \_\_\_\_\_ (6th Rescheduled Date)

3. All payments due under this Amendment shall be made in the manner described in the Lease. All other amounts due under the Lease shall be paid in accordance with the Lease.

4. Resident understands that Owner enters into this Amendment in consideration of Resident's promise to comply with all Lease terms and to timely make the payments as described in this Amendment. If Resident defaults under this Amendment, then Owner shall then be entitled to all rights and remedies under the Lease.

5. Owner's acceptance of the Deferred Amount in accordance with this Amendment does not constitute a waiver of the Owner's right to require full compliance with the Lease or to pursue any right or remedy available to the Owner at any time under the Lease or law.

6. Resident is aware and otherwise knows about the CDC Order published in the Federal Register on September 4, 2020, entitled "Temporary Halt in Residential Evictions to Prevent the Further Spread of COVID-19" (the "CDC Order"). Resident specifically acknowledges that Resident is aware of the right as a tenant to submit a Declaration to the Owner asserting that Resident is a protected person under the CDC Order, and that by submitting a Declaration to the Owner tenant may be able to delay this case or the eviction process. Resident represents that Resident has not submitted a signed Declaration to Owner. Resident understands that by signing this Agreement that Resident is intentionally and voluntarily giving up (waiving) any rights Resident may have pursuant to and under the CDC Order because Resident desires to resolve the current dispute and case with the landlord now by signing this Agreement. Resident represents that either (1) Resident has not submitted a signed Declaration to Owner, or (2) if a signed Declaration has been provided to Owner, Resident is withdrawing the Declaration in its entirety through this Agreement

This is not a Colorado Real Estate Commission approved form. It was prepared by attorneys for Owner's Representative, Tschetter Sulzer, P.C.

\_\_\_\_\_  
Resident or Residents (All residents must sign)

\_\_\_\_\_  
Owner or Owner's Representative

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