

PAYMENT PLAN FOR PAST DUE RENT

This Past Due Rent Payment Plan Agreement is by and between:

Landlord: _____, ("Landlord"), and
Tenant: _____, ("Tenant") for the property
located at _____, Unit number _____ in
_____, CA, _____.

HEREINAFTER, the Landlord and Tenant ("Parties") agree to the following:

1. BALANCE. At the time of this Agreement, the Tenant owes the Landlord the amount of _____ Dollars (\$ _____) ("Amount Owed") for back-rent for the following time-periods and amounts:

From _____ to: _____ \$ _____
From _____ to: _____ \$ _____
From _____ to: _____ \$ _____
From _____ to: _____ \$ _____
From _____ to: _____ \$ _____
From _____ to: _____ \$ _____

2. DISCOUNTED BALANCE. In consideration of the Tenants agreement to repay the Amount Owed in this Agreement, the Landlord agrees to: (*check one*)

- No Discounted Balance. The Tenant shall pay the full Amount Owed ("Amount Owed").
- A Discounted Balance. The Tenant shall only be obligated to pay the discounted amount of _____ Dollars (\$ _____) ("Amount Owed"). If the Tenant should default under any of the terms of this Agreement, the Tenant shall owe the Landlord the Amount Owed in addition to other penalties, fees, and any accumulated interest.

3. REPAYMENT PLAN. To satisfy the Amount Owed, the Tenant agrees to repay the Landlord under the following terms:

A. Repayment Period. The Tenant shall re-pay the Landlord on a: (*check one*)

- Monthly basis beginning on _____, 20____, in the amount of \$ _____ to be paid on the ____ of every month ending on _____, 20____ or when the Amount Owed is paid-in-full.
- Bi-Weekly basis beginning on _____, 20____, in the amount of \$ _____ to be paid every fourteen (14) days ending on _____, 20____ or when the Amount Owed is paid-in-full.
- Weekly basis beginning on _____, 20____, in the amount of \$ _____ to be paid every seven (7) days ending on _____, 20____ or when the Amount Owed is paid in full.
- Other. _____.

B. Payment Instructions. The Tenant is required to pay the Landlord under the following instructions:

_____.



C. Landlord acceptance of any partial payment of rent does not waive the landlord's right to demand payment in full or waive the landlord's rights to enforce any other rights pursuant to the rental agreement. Any payment received by the Tenant shall first be applied to the past amount owed.

D. The payment plan agreed upon shall be paid in addition to the Tenant's regular monthly rent.

4. LATE PAYMENT. Any partial or late payment under this Agreement shall: (check one)

- Not be allowed and consider the Tenant in default.

- Allow the Tenant to make payment within ____ days provided the Tenant pays a late fee of: \$ _____ ("Extension Period"). If payment is not made within the Extension Period, this Agreement shall be in default.

5. DEFAULT. If for any reason the Tenant should not oblige to any section or portion of this Agreement, the Tenant shall be considered in default. Under such an event, the remaining balance of the Amount Owed shall be due within five (5) business days with the Tenant liable to pay all reasonable attorney's fees and costs of collection of the Landlord. In addition, the Landlord may reclaim any property or goods in connection with the Amount Owed, hold and dispose of the same, and collect expenses, together with any deficiency due from the Tenant, subject to the Tenant's right to redeem said items pursuant to law.

6. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The unenforceability or invalidity of any clause in this Agreement shall not have an impact on the enforceability or validity of any other clause. Any unenforceable or invalid clause shall be regarded as removed from this Agreement to the extent of its unenforceability and invalidity. Therefore, this Agreement shall be interpreted and enforced as if it did not contain the said clause to the extent of its unenforceability and invalidity.

7. ADDITIONAL TERMS & CONDITIONS.

8. ENTIRE AGREEMENT. This Agreement contains all the terms agreed to by the Tenant and Landlord relating to its subject matter, including any attachments or addendums. This Agreement replaces all previous discussions, understandings, and oral agreements.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the undersigned dates written below.

Tenant's Signature: _____ **Date:** _____

Print Name: _____

Landlord's Signature: _____ **Date:** _____

Print Name: _____

