

**GUIDANCE ON HOW TO USE THIS LEASE ADDENDUM TEMPLATE:**

NOTES TO THE TENANT ARE HIGHLIGHTED IN YELLOW AND SHOULD BE DELETED FROM THE FINAL VERSION OF THE ADDENDUM. SOMETIMES, THE HIGHLIGHTED NOTES POINT OUT ALTERNATIVE PARAGRAPHS THAT MAY BE USED.

THE SPECIFIC INFORMATION TO INSERT BASED ON YOUR LEASE IS [IN BRACKETS IN RED TEXT]. ONCE THE APPROPRIATE INFORMATION HAS BEEN INSERTED INTO THE LEASE, THE BRACKETS AND BRACKETED TEXT SHOULD BE DELETED AND MODIFIED TO A BLACK FONT.

DELETE THIS ENTIRE TEXT BOX BEFORE PROVIDING TO LANDLORD.

LEASE ADDENDUM

THIS LEASE ADDENDUM (this “**Addendum**”) is made as of [INSERT DATE], 2020 (the “**Effective Date**”) by and between [INSERT NAME OF LANDLORD AS STATED IN THE LEASE], a[n] [STATE OF ENTITY INCORPORATION] [TYPE OF ENTITY: CORPORATION, LIMITED LIABILITY COMPANY] (“**Landlord**”), and [INSERT NAME OF TENANT AS STATED IN THE LEASE], a[n] [STATE OF ENTITY INCORPORATION] [TYPE OF ENTITY: CORPORATION, LIMITED LIABILITY COMPANY] (“**Tenant**”).

RECITALS

A. Landlord and Tenant are parties to that certain Lease dated [INSERT DATE OF ORIGINAL LEASE] (the “**Lease**”) pursuant to which Landlord leases to Tenant the real property and improvements thereon located at [INSERT COMMON NAME OR ADDRESS OR THE PROPERTY THAT IS LEASED], (the “**Premises**”) as more fully described in the Lease.

B. Tenant has informed Landlord that the global COVID-19 pandemic has made it difficult for Tenant to fulfill its payment obligations under the Lease.

C. Accordingly, Landlord and Tenant have agreed to amend and to modify the Lease as set forth in this Addendum.

D. Unless otherwise noted, all capitalized terms herein have the same meanings as set forth in the Lease.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

# 1. Rent Abatement. [NOTE: RENT ABATEMENT IS ONE OPTION THAT IS MOST PREFERABLE FOR TENANT. UNDER THIS OPTION, TENANT WILL NOT BE REQUIRED TO PAY RENT FOR A CERTAIN PERIOD OF TIME AND IS NOT REQUIRED TO REPAY THE ABATED AMOUNT.] For the period commencing April 1, 2020, through and including [INSERT MONTH WHEN FREE RENT ENDS], 2020, Landlord shall abate the base Rent due under the Lease (the “Rent Abatement”). The total amount of Rent Abatement will be $\_\_\_\_\_\_\_\_ [INSERT TOTAL AMOUNT OF ALL MONTHS OF RENT TENANT IS NOT PAYING]. [INCLUDE THE BRACKETED LANGUAGE IF TENANT WILL ALSO BE RESPONSIBLE FOR OPERATING EXPENSES, TAXES, INSURANCE, AND OTHER EXPENSES KNOWN AS “TRIPLE NET” [Tenant is responsible to pay any and all other charges payable and due by Tenant under the Lease, including common expenses, operating expenses, taxes, and insurance.] The Rent Abatement is personal to Tenant and shall not be transferred or otherwise assigned to any other party regardless of whether permitted under the Lease.

#  Rent Reduction. [NOTE: RENT REDUCTION IS ANOTHER ALTERNATIVE. UNDER THIS SCENARIO, TENANT PAYS MONTHLY RENT, BUT THIS AMOUNT IS REDUCED FROM THE STANDARD AMOUNT.] For the period commencing April 1, 2020, through and including [INSERT MONTH WHEN FREE RENT ENDS], 2020, Landlord shall abate the base Rent due under the Lease (the “Rent Reduction”). The total amount of Rent Reduction will be $\_\_\_\_\_\_\_\_ [INSERT TOTAL AMOUNT OF ALL MONTHS OF RENT TENANT IS PAYING REDUCED RENT]. [INCLUDE THE BRACKETED LANGUAGE IF TENANT WILL ALSO BE RESPONSIBLE FOR OPERATING EXPENSES, TAXES, INSURANCE, AND OTHER EXPENSES KNOWN AS “TRIPLE NET” [Tenant is responsible to pay any and all other charges payable and due by Tenant under the Lease, including common expenses, operating expenses, taxes, and insurance.] The Rent Reduction is personal to Tenant and shall not be transferred or otherwise assigned to any other party regardless of whether permitted under the Lease.

#  Rent Deferral. [NOTE: RENT DEFERRAL IS ANOTHER ALTERNATIVE TO RENT ABATEMENT. UNDER THIS SCENARIO, TENANT DOES NOT PAY RENT DURING CERTAIN SPECIFIED MONTHS BUT MUST PAY SUCH AMOUNT IN THE FUTURE. IF LANDLORD WILL NOT AGREE TO TOTAL FREE RENT AS SPECIFIED IN THE ABOVE PARAGRAPH, THEN THIS PARAGRAPH SHOULD BE USED INSTEAD.] For the period commencing April 1, through and including [INSERT LAST DAY OF MONTH WHEN TENANT’S RENT IS NO LONGER DEFERRED], 2020, Landlord shall defer [NOTE: ALL OF ONE MONTH’S RENT COULD BE DEFERRED, OR A PERCENTAGE OF MONTH’S RENT COULD BE DEFERRED. IF A PERCENTAGE OF MONTHLY RENT IS TO BE DEFERRED, USE THIS ALTERNATIVE TO INSERT THE PERCENTAGE OF RENT DEFERRED.] [ALTERNATIVE FOR PERCENTAGE DEFERRED RENT: [\_\_\_ percent (\_\_\_%) of base] base Rent, and any other charges payable and due by Tenant under the Lease, [INCLUDE THE BRACKETED LANGUAGE IF THE DEFERRED AMOUNT ALSO INCLUDES OPERATING EXPENSES, TAXES, INSURANCE, AND OTHER EXPENSES KNOWN AS “TRIPLE NET” [including common expenses, operating expenses, taxes, and insurance] (the “Deferred Rent”). The total amount of Deferred Rent will be $\_\_\_\_\_\_\_\_ [INSERT AMOUNT OF ALL DEFERRED RENT, INCLUDING, IF APPLICABLE, ANY COMMON EXPENSES AND COSTS AND EXPENSES CONSIDERED “TRIPLE NET” UNDER THE LEASE.

# FOR SEATTLE TENANTS ONLY: PURSUANT TO CITY OF SEATTLE ORD. 126066, THE DEFERRED RENT MAY BE LIMITED TO NOT MORE THAN 1/3 OF THE LATE RENT TO BE PAID WITHIN IN ANY MONTH, AND THE TOTAL IN ARREARS (PAST DUE RENT) MUST BE PAID WITHIN ONE YEAR AFTER THE TERMINATION OF THE CIVIL EMERGENCY PROCLAIMED BY THE MAYOR ON MARCH 3, 2020].

# Commencing January 1, 20\_\_\_, through and including December 31, 20\_\_\_\_, Tenant shall pay to Landlord, on or before the first (1st) day of each calendar month, in addition to all other sums due under the Lease, a portion of the Deferred Rent equal to $\_\_\_\_\_\_\_\_\_\_ per month. Tenant shall have the right, but not the obligation, to pay Deferred Rent prior to the date any such payments are due. The Rent Deferral is personal to Tenant and shall not be transferred or otherwise assigned to any other party regardless of whether permitted under the Lease.

**2. No Late Fees.** Notwithstanding anything to contrary stated in the Lease, due to the COVID-19 pandemic, under no circumstances shall Tenant be responsible for paying any late fees or any penalty payments under the Lease for late payments of April 2020 base rent or other charges.

**3. Miscellaneous**.

 (a) All Other Lease Terms in Effect. Except to the extent the Lease is modified by this Addendum, all other terms and conditions of the Lease will continue in full force and effect. In the event of a conflict between the terms of the Lease and the terms of this Addendum, the terms of this Addendum shall prevail.

 (b) Entire Agreement. This Addendum represents the entire agreement of Landlord and Tenant with respect to the subject matter hereof, and the terms hereof shall not be amended or changed by any oral representation or agreement. To be effective, any amendments to the Lease shall be in writing and shall be executed by both parties hereto.

 (c) Counterparts. This Addendum may be executed in counterparts, including counterparts transmitted by facsimile or electronic mail, each of which shall be deemed an original, but all of which, together, shall constitute one amendment.

 (d) Authority. Each signatory of this Addendum represents that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting.

[*Signature Page Follows*]

 IN WITNESS WHEREOF, the parties hereto have executed this Addendum the day and year first above set forth.

**LANDLORD:**

[INSERT NAME OF LANDLORD AS APPEARS IN LEASE]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**TENANT:**

[INSERT NAME OF TENANT AS APPEARS IN LEASE]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
|  |  |

ACKNOWLEDGEMENT OF LANDLORD

[NOTE: USE BELOW NOTARY BLOCK FOR A LANDLORD SIGNING IN HIS OR HER INDIVIDUAL CAPACITY AND NOT AS AN ENTITY.]

STATE OF WASHINGTON )

 ) ss.

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

 On this day personally appeared before me \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020.

|  |  |
| --- | --- |
|  |  (Signature of officer)Notary Public in and for the State ofWashington, residing at My commission expires:  |

(Use this space for notarial stamp/seal)

[NOTE: USE THIS BELOW NOTARY BLOCK IF LANDLORD IS AN ENTITY (CORPORATION OR LIMITED LIABILITY COMPANY) AND NOT AN INDIVIDUAL.]

STATE OF WASHINGTON )

 ) ss.

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

 On this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020, before me personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, to me known to be the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the [[[corporation/limited liability company]]] that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said [[[corporation/limited liability company]]], for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument and that the seal affixed is the corporate seal of said [[[corporation/limited liability company]]].

 In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

|  |  |
| --- | --- |
|  |  (Signature of officer)Notary Public in and for the State ofWashington, residing at My commission expires:  |

(Use this space for notarial stamp/seal)

ACKNOWLEDGEMENT OF TENANT

[NOTE: USE BELOW NOTARY BLOCK FOR A TENANT SIGNING IN HIS OR HER INDIVIDUAL CAPACITY AND NOT AS AN ENTITY.]

STATE OF WASHINGTON )

 ) ss.

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

 On this day personally appeared before me \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020.

|  |  |
| --- | --- |
|  |  (Signature of officer)Notary Public in and for the State ofWashington, residing at My commission expires:  |

(Use this space for notarial stamp/seal)

[NOTE: USE THIS BELOW NOTARY BLOCK IF TENANT IS AN ENTITY (CORPORATION OR LIMITED LIABILITY COMPANY) AND NOT AN INDIVIDUAL.]

STATE OF WASHINGTON )

 ) ss.

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

 On this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020, before me personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, to me known to be the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the [[[corporation/limited liability company]]] that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said [[[corporation/limited liability company]]], for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument and that the seal affixed is the corporate seal of said [[[corporation/limited liability company]]].

 In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

|  |  |
| --- | --- |
|  |  (Signature of officer)Notary Public in and for the State ofWashington, residing at My commission expires:  |

(Use this space for notarial stamp/seal)