

PARTIAL PAYMENT AGREEMENT

Commercial

NOTE: This form is used by a commercial landlord or their agent when accepting partial payment of delinquent rent and temporarily deferring any eviction activity, to document the terms for payment of the remainder of the delinquent rent and preserve the right to continue any eviction process underway if the tenant defaults.

DATE: _____, 20_____, at _____, California.

Items left blank or unchecked are not applicable.

FACTS:

- 1. This partial payment agreement pertains to the collection of past due rent under a commercial rental or lease agreement
 - 1.1 dated _____, at _____, California,
 - 1.2 entered into by _____, as the Tenant,
 - 1.3 and _____, as the Landlord,
 - 1.4 regarding the premises referred to as _____.

AGREEMENT:

- 2. Tenant has not paid delinquent rent for the period(s) of _____.
- 3. Landlord hereby accepts partial payment on delinquent rent in the amount of \$ _____
- 4. The balance of the delinquent rent owed is \$ _____
 - 4.1 Plus late charges for delinquency(ies) of \$ _____
 - 4.2 Plus deferred rent processing charges of \$ _____
 - 4.3 **TOTAL deferred rent** due, including additional charges, is the sum of \$ _____
- 5. Tenant to pay the total deferred rent on or before _____, 20_____.
 - 5.1 Rent to be paid by cash, check, or cashier's check, made payable to Landlord.
 - 5.2 Rent may be tendered by mail, or personal delivery, to:
 - _____ (Name)
 - _____ (Address)
 - _____ (Phone)
 - a. Personal delivery of rent will be accepted during the hours of _____ to _____ on the following days: _____.
- 5.3 Rent may also be paid by deposit into account number _____ at: _____ (Financial Institution) _____ (Address)
- 5.4 No grace period for payment of the deferred rent is granted to Tenant.
- 5.5 Delinquent payment of the deferred rent incurs a late charge of \$_____.
- 6. If deferred rent is paid when due, any outstanding three-day notice to pay rent or quit is no longer valid.
- 7. If the deferred rent is not paid when due, Landlord reserves the right to:

(Check one box only)

 - 7.1 Serve Tenant with a three-day notice to pay the remaining balance of the rent due or quit the premises. *(Check if a three-day notice has not been served)*
 - 7.2 Commence, without further notice, an unlawful detainer action to evict Tenant from the premises. *(Check if a three-day notice has been served)*
 - 7.3 Continue with the unlawful detainer action on file to evict Tenant from the premises. *(Check if unlawful detainer action has been filed)*
- 8. No provision of the rental or lease agreement is affected in this agreement.
- 9. _____

I agree to the terms stated above.

See attached Signature Page addendum. [RPI Form 251]
 Date: _____, 20_____
 Landlord: _____
 Agent: _____ CalBRE #: _____

Signature: _____
 Phone: _____ Cell: _____
 Email: _____

I agree to the terms stated above.

See attached Signature Page addendum. [RPI Form 251]
 Date: _____, 20_____
 Tenant: _____

Signature: _____
 Tenant: _____

Signature: _____
 Phone: _____ Cell: _____
 Email: _____