PAYMENT PLAN AGREEMENT
(COVID-19 PANDEMIC)

LEASE CONTRACT DATE: _____

OWNER'S NAME: _____

_____

_____

RESIDENTS (LIST ALL RESIDENTS):

_____

_____

_____

_____

_____

_____

DWELLING UNIT DESCRIPTION.
Unit No. _____, _____
(street address) in _____ *(city)*, Kansas, _____ *(zip code)*.

Dear Resident(s):

We understand COVID-19, the coronavirus, has directly affected many of our residents. Some residents have experienced a loss of wages, incurred new medical expenses or been laid off from their place of employment as a result of the COVID-19 pandemic.

For those who have been directly affected by this virus, we are willing to enter into an agreement with you to provide temporary flexibility for paying rent and other sums that come due: ❑ during the month of the Lease Contract term during which this Agreement is executed; ❑ during the month of the Lease Contract term following the month in which this Agreement is executed; or ❑ for the following period of time _____.

In order to qualify for the terms of this Agreement, you must provide written documentation of your loss of job, income, or other monetary hardship to us. This may be done via any method normally permitted under the Lease Contract. The determination of the sufficiency of such documentation to qualify for this Agreement is solely within our discretion.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we (as Owner) and you (as Resident) agree to a temporary payment plan for rent and other sums due as further described below. You agree to make payments as follows:

Payment Item (rent or other nonrent item)	**Current Due Date**	**Current Amount Due** (full or partial amount due)	**Date to be Paid**	**Amount To Be Paid**	**Balance Due** (if applicable)

You understand and agree that your failure to comply with this Agreement is a material breach by you of the Lease Contract and a default under the Default by Resident paragraph of the Lease Contract for which we may sue you for eviction and entitles us to pursue any and all other legal and equitable remedies.

We will not pursue eviction for nonpayment of rent if the terms of this Agreement are met. If you do not timely comply with payment provisions set forth herein, we may in our sole discretion pursue eviction for nonpayment of rent and any other remedy under the Lease Contract and state and/or local laws. To the fullest extent authorized by applicable state and local law, we do not waive any right to commence eviction proceedings against you for any breach of this Payment Plan Agreement or any other breach of the Lease Contract or state or local law. Nothing in this Agreement shall limit or waive our right to pursue an eviction for any reason other than for non-payment of rent.

Our choice to enforce, not enforce or delay enforcement of the due date or amount of any payment due under this Agreement or the Lease Contract isn't a waiver under any circumstances.

Nothing contained in this Agreement waives, limits, prejudices or adversely affects any of our rights, remedies or powers under the Lease, by statute, at law or in equity, all of which rights, remedies and powers are expressly reserved, and all other terms and conditions of the Lease Contract not in conflict with this Agreement shall remain in full force and effect.

Any and all terms and conditions of the Lease Contract that are not specifically amended herein remain in full force and effect.

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SPECIAL PROVISIONS.

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

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