

BRIM PROPERTIES COVID-19 RENT DEFERRAL AGREEMENT

This Agreement is entered into on the date below between Resident and Owner, its owners, BRIM Properties, employees, agents, attorneys, and assigns (collectively “Owner”) and is intended to be part of the Residential Rental Agreement previously entered into between Resident and Owner. Due to the COVID-19 Pandemic (“Pandemic”) and resulting governmental actions directly affecting businesses and the economy, Owner has determined to provide below Rent Deferral Options for those who qualify.

Property Address-

1. Rent Deferral. Owner and Resident agree to a deferral of the payment of rent for the month of April 2020 as stated in this agreement. It is acknowledged and agreed that rent is still owed and that a percentage of April 2020 rent must be paid by the 5th of April 2020 to enact the deferral option. Provided the terms of this agreement are fully complied with, Owner will waive late fees for the deferred payment. The intent of this Deferral is to provide temporary assistance to residents due to the direct economic impact of the COVID-19 virus. In the event the Pandemic and its effects for Resident continue into the month of May 2020, Resident may apply for additional deferral and modification of this Agreement. Nothing herein shall require Owner to allow for continued deferral of rent.

2. Acknowledgment of Compliance. Resident affirms the following as of the date of this Agreement: a. Resident is current with all payment obligations under the terms of the Residential Rental Agreement. b. Resident is in full compliance with all other terms of the Residential Rental Agreement and rules and regulations. c. There is currently no pending eviction or collection action against the Resident.

3. Acknowledgement of Default. Resident acknowledges that, upon execution of this Agreement, Resident will be in default of the terms of the Residential Rental Agreement. This Agreement is to allow for a cure of the default for non-payment of rent.



4. Waiver and Release. Resident acknowledges that execution of this Agreement shall constitute a complete and total resolution, release and waiver of any and all claims, of any nature, known or unknown, of Resident which may exist or potentially exist against the Owner as of the date of this Agreement. This Agreement supersedes any previous agreements, oral or written, regarding any and all claims of any nature, known or unknown, of Resident which may exist or potentially exist against the Owner as of the date of this agreement.

5. Residential Rental Agreement. The terms of the Residential Rental Agreement shall remain in effect except as specifically amended by this agreement, including but not limited to, the terms relating to collection costs and attorney fees. Residents agree to strictly abide by all such terms and conditions. Any violations shall entitle Owner to void the payment schedule herein and seek immediate repayment of all amounts owed, including any waived late fees or other fees. Owner may require, as part of this Agreement, the execution of a new lease agreement that extends through the anticipated date of the payments (or longer).

6. Subsidy or Charity. In the event Resident receives any stimulus monies from any government entity, any charitable entity, or other entity during the pendency of the payment deferral as stated herein, Resident agrees to pay to Owner within five (5) days of receipt of the payment 100% of the monies received up to the full amount still owing under this Agreement and the Residential Rental Agreement. If Resident's conditions change (from those stated to qualify for this deferral, i.e. back to employment, other financial benefits reinstated, etc.), Residents shall immediately notify the Owner.



Deferred Payment Plan The following rent deferral option is hereby agreed to and acknowledged by Resident. As part of this agreement, a minimum of 25% of April 2020 rent must be paid by the 5th April 2020. If tenant can pay more than the minimum they should do so. (Select one by initialing next to the chosen Option):

_____ **(Tenant Initials) OPTION I – PAYMENT PLAN:** Resident agrees to pay total amount of April 2020 rent and fees in the amount of \$_____ as follows:

\$_____ (which represents a minimum of 25% of rent and fees due for April 2020) due on or before April 5th 2020 by 5:00 p.m.

\$_____ due on or before _____, 2020 by 5:00 p.m.

\$_____ due on or before _____, 2020 by 5:00 p.m.

\$_____ due on or before _____, 2020 by 5:00 p.m.

\$_____ due on or before _____, 2020 by 5:00 p.m.

\$_____ due on or before _____, 2020 by 5:00 p.m.

\$_____ due on or before _____, 2020 by 5:00 p.m.

Resident understands that in addition to the payment schedule above, Resident shall also pay any non-deferred due and owing rental obligations pursuant to the terms of the Residential Rental Agreement. If tenant payment plan must extend beyond the current lease term this agreement will serve as an automatic lease extension. Lease will be extended to the required period of time tenant will need to fulfill all obligations as to the lease contract and deferment addendum.

	Date	Print Name
Tenant		

	Date	Print Name
Tenant		

	Date	Print Name
Tenant		

	Date	Print Name
Tenant		

BRIM Properties	Date
2200 East 4500 South #230	
Holladay, Utah 84117	



_____ (Tenant Initials) **OPTION II – BALLOON PAYMENT:** Resident agrees to pay rent and fees for the month of April 2020 in the amount of \$_____ as follows:

\$_____ on or before the 5th of April, 2020 by 5:00 p.m.

The remainder of April 2020 rent payment in the amount of \$_____ to be due on or before _____ April 2020 by 5 p.m.

_____	_____	_____
Tenant	Date	Print Name

_____	_____	_____
Tenant	Date	Print Name

_____	_____	_____
Tenant	Date	Print Name

_____	_____	_____
Tenant	Date	Print Name

_____	_____
BRIM Properties	Date

2200 East 4500 South #230

Holladay, Utah 84117

Office: 801-903-3256

