

**PAYMENT PLAN ADDENDUM - LEASE**

This Addendum is made on \_\_\_\_\_, to a residential lease ("Lease") ratified on \_\_\_\_\_, between \_\_\_\_\_ ("Tenant") and \_\_\_\_\_ ("Landlord") for the lease of Premises: \_\_\_\_\_

Any capitalized term used herein, but not otherwise defined, has the same meaning as in Lease. The parties agree that Lease is modified as follows ("Payment Plan"):

- 1. **Default.** By signing this Addendum, Tenant acknowledges receipt of Landlord's Notice Regarding Nonpayment of Rent dated \_\_\_\_\_ ("Notice") for failure to make timely payment(s) of Rent.
- 2. **Payment Plan.** Tenant will pay to Landlord Unpaid Rent identified in Notice ("Unpaid Rent") in equal monthly installments of \$\_\_\_\_\_, beginning \_\_\_\_\_ and ending \_\_\_\_\_ ("Payment Period"), in addition to all other Rent due and owed under Lease during Payment Period. Unpaid Rent will not include any Late Fees during Payment Period, provided Tenant makes complete and timely payments during Payment Period. Tenant will make full payment at the conclusion of Payment Period or Lease Term, whichever ends first.
- 3. **Non-payment.** If Tenant fails to pay any installment of Unpaid Rent required under Payment Plan or any installment of Rent required under Lease during Payment Period within 5 days of its due date, Landlord may terminate Lease and proceed to obtain possession of Premises unless Tenant pays amounts owed to Landlord in full within 5 days after receipt of such Notice.
- 4. **Reservation of Rights.** This Addendum will not act as a waiver of any rights or remedies of Landlord under Lease or VRLTA. Pursuant to Lease and VRLTA, partial payment of Rent made before or after a judgment of possession is ordered will not prevent Landlord from taking action to evict Tenant. However, full payment of all amounts owed to Landlord, including all rent as contracted for in the rental agreement that is owed to Landlord as of the date payment is made, as well as any damages, money judgment, award of attorney fees, and court costs made at least 48 hours before the scheduled eviction will cause the eviction to be canceled, unless there are bases for the entry of an order of possession other than nonpayment of rent stated in the unlawful detainer action filed by Landlord.

Except as modified in this Addendum, all of the terms of Lease are expressly ratified and remain in full force and effect.

**LANDLORD/MANAGING AGENT:**

**TENANT:**

\_\_\_\_\_/\_\_\_\_\_  
Date                      Signature

\_\_\_\_\_/\_\_\_\_\_  
Date                      Signature