

# Landlord and Tenant Deferment Agreement

In light of the extraordinary circumstances and financial impacts related to the COVID-19 virus epidemic, \_\_\_\_\_ (“Landlord”) and \_\_\_\_\_ (“Tenant(s)”), enter into this deferment agreement (“Agreement”) for the residential dwelling unit located at: \_\_\_\_\_, Oregon (“Premises”), on the following mutually-agreed terms and conditions:

**1. Current Financial Obligations:**

- A.** Rent for the Premises is \$\_\_\_\_\_ per \_\_\_\_\_.
- B.** Utilities/service charges for the Premises is/are:  Not Applicable;  \$\_\_\_\_\_ per \_\_\_\_\_.
- C.** Late rent payment charges/other charges due for the Premises are:  Not Applicable;  \$\_\_\_\_\_ per \_\_\_\_\_, and include \_\_\_\_\_.

**2.** ORS 90.220(7)(a) informs that monthly rent is payable on the due date without demand, and must be paid before specified dates to avoid eviction for non-payment. ORS 90.220(9)(a) specifies the order of application for payments received from tenants. Landlord and Tenant both intend and agree that all unpaid rent due under this agreement shall remain as outstanding rent due from prior rental periods; all unpaid utilities shall remain as outstanding utilities due from prior rental periods; and all unpaid late rent payment charges or other charges shall remain as outstanding late rent payment charges or other charges, as each are described in ORS 90.220(9)(a)(A)-(E).

**3.** Landlord and Tenant agree that a portion of Tenant’s: (  all that apply)

- A.**  periodic rent payment;
- B.**  utilities/service charges; and/or,
- C.**  other charges;

is/are deferred until \_\_\_\_\_, 2020.

**4.** During this period of deferment, Tenant shall pay Landlord: (  all that apply)

- A.**  \$\_\_\_\_\_ for periodic rent;
- B.**  \$\_\_\_\_\_ for utilities/service charges; and/or,
- C.**  \$\_\_\_\_\_ other charges.

**5.** After the agreed deferral period ends, Tenants will:

- A.** Resume making full payment for all accruing periodic amounts due;
- B.** Pay Landlord an additional amount of \$\_\_\_\_\_ per \_\_\_\_\_ for all unpaid/deferred amounts due until paid in full, with each payment applied by Landlord in the manner described in ORS 90.220(a).

**6.** Additional Terms:

- A.** This Agreement is not valid until signed by Landlord and all tenants of the Premises.

