



# PARTIAL PAYMENT AGREEMENT

Nonresidential

Prepared by: Agent \_\_\_\_\_  
Broker \_\_\_\_\_

Phone \_\_\_\_\_  
Email \_\_\_\_\_

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 nonresidential rental or lease agreement
  - 1.1 dated \_\_\_\_\_, at \_\_\_\_\_, California,
  - 1.2 entered into by \_\_\_\_\_, as the Tenant, and
  - 1.3 \_\_\_\_\_, as the Landlord,
  - 1.4 regarding leased 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 If deferred rent is paid when due, any outstanding three-day notice to pay rent or quit is no longer valid.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. [ft Form 251]

Date: \_\_\_\_\_, 20\_\_\_\_

Landlord: \_\_\_\_\_

Agent: \_\_\_\_\_ DRE #: \_\_\_\_\_

Signature: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_

### I agree to the terms stated above.

See attached Signature Page Addendum. [ft Form 251]

Date: \_\_\_\_\_, 20\_\_\_\_

Tenant: \_\_\_\_\_

Signature: \_\_\_\_\_

Tenant: \_\_\_\_\_

Signature: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_