

PARTIAL PAYMENT AGREEMENT

Residential

NOTE: This form is used by a residential landlord or their agent when accepting partial payment of delinquent rent and temporarily deferring any eviction activity, to document the terms for payment of the remainder of the delinquent rent and preserve the right to continue any eviction process underway if the tenant defaults.

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 residential rental or lease agreement
 - 1.1 dated _____, at _____, California,
 - 1.2 entered into by _____, as the Tenant,
 - 1.3 and _____, as the Landlord,
 - 1.4 regarding the premises referred to as _____

AGREEMENT:

- 2. Tenant has not paid the full rent due for the month(s) of _____.
- 3. Landlord hereby accepts partial payment on the past due rent in the amount of\$_____
- 4. The balance of the unpaid rent owed by Tenant is\$_____
 - 4.1 Plus late charges for delinquency of\$_____
 - 4.2 Plus deferred rent processing charge of\$_____
 - 4.3 **TOTAL deferred rent** due, including additional charge, is the sum of\$_____
- 5. Tenant to pay the total deferred rent on or before _____, 20_____.
 - 5.1 Rent to be paid by personal check, or _____.
 - 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)
 - _____ (Phone)
 - 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 the deferred rent is not paid when due, a three-day notice to pay rent or quit may be served at any time. [See RPI Form 575 and 575-1]
- 7. No provision of the rental or lease agreement is affected by this agreement.
- 8. _____

I agree to the terms stated above.

Date: _____, 20_____
Landlord: _____
Agent: _____

Signature: _____
Address: _____
Phone: _____ Cell: _____
Fax: _____

I agree to the terms stated above.

Date: _____, 20_____
Tenant: _____

Signature: _____
Tenant: _____

Signature: _____
Address: _____
Phone: _____ Cell: _____