# COVID - 19 - Rent Relief Form & Agreement (RRF&A)

1 Date Completed:

2 Tenant & Business Name:

3 Guarantor(s);

4 Contact info.: _____
(Name/Phone/Email)

5 Property Rented: _____
Street Address & Unit #

6 Lease Start Date: Lease Expiration Date:

7 **Business Open:** Yes / No **Date CLOSED:** _____
Current Operating Hours:

8 **Tenant Financials Indicies:**

| **Gross Sales** | | **Net Income** (after adding back non--cash charges) | |
|---|---|---|---|
| 2020 YTD | _____ | 2020 YTD | _____ |
| 2019 | _____ | 2019 | _____ |
| 2018 | | 2018 | |

9 **HAVE YOU APPLIED FOR GOVERNMENTAL ASSISTANCE THROUGH THE SMALL BUSINESS ADMINISTRATION'S DISASTER ASSISTANCE PROGRAM?** _____
https://www.sbc.senate.gov/public/index.cfm/guide-to-the-cares-act
https://www.sba.gov/page/coronavirus-covid-19-small-business-guidance-loan-resources

10 **HAVE YOU SUBMITTED AN INSURANCE CLAIM FOR BUSINESS INTERRUPTION?**

If so, please provide evidence of denial or approval of the claim.

11 **Do you have a business loan?** _____
If so, have you asked your business lender for any concessions on the debt payments? _____

12 **YOUR SPECIFIC IDEA FOR RENT RELIEF?**
How much? _____
How long? _____
How will the savings be used? _____
Do you have any accounts receivable balance? How will you handle any current accounts receivables balance?

13 **WHAT STEPS ARE YOU TAKING TO ADJUST YOUR BUSINESS IN THIS CLIMATE?**
Merchandising: _____

Advertising/Social Media: _____

Operations: _____

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13 Increasing Sales: _____

Decreasing Expenses: _____

14 **If you are a FRANCHISEE**, what is the Franchisor willing to do to help you, such ask waiving franchise fees for a period of time, etc.? _____

15 **Please attach the following financial statements:**

- A current Income Statement (Profit & Loss) for the business for the year ending 2018, 2019 and 2020 Year to Date through March
- A current balance sheet
- Tenant shall priovide a quarterly sales report within 30 days of the end of each calendar until the end of the Tenants's lease

16 **CONFIDENTIALITY**: Landlord and Tenant agree that Tenant (including it's employees, agents, affiliates, and consultants) shall NOT disclose any of the terms of this Rent Relief Form & Agreement (RRF&A) to any tenant at the center, property, other tenants or any party without first obtaining the prior written consent of Landlord. Further, Tenant shall not make any announcements, disclosures or public statements of any kind regarding the RRF&A or any modification without the Landlord's prior written consent. Tenant shall use, at a minimum the same degree of care to avoid disclosure of the RRF&A as it employs with respect to confidential and proprietary information. In the event that Tenant breaches the terms of is confidentiality clause any deferred amounts shall be immediately due and payable by the Tenant. **Tenant Initial as read & understood:**

17 _____ _____

**Tenant Signature** **Date Submitted**

**Return completed & signed form to msavko@SpencerHinesMgt.com**

18 Date received by Spencer/Hines Property Management: _____

Complete Financials Received: _____

Date sent to owner(s):

19 **Owner Response and offer to Tenant:** _____

_____ _____

**Owner Signature** **Date Submitted**

**Return completed & signed form to msavko@SpencerHinesMgt.com**

## COVID - 19 - Rent Relief Form & Agreement (RRF&A)

| | |
|---|---|
| 20 | Date sent to Tenant for Review & Acceptance: _____ |
| | Tenant Remarks: |
| 21 | Tenant accepts and agrees to the Owner Response and offer to Tenant terms in Section #19. |
| | **Tenant Signature** _____ **Date Submitted** _____ |

**Return completed & signed form to msavko@SpencerHinesMgt.com**

Paperwork signed by tenant _____ AppFolio Updated _____

Paper work signed by owner _____ Documents Scanned _____

Acceptance signed by tenant _____

**Notes & Additional info - please reference section #:** _____