

ORANGE COUNTY CARES ACT EVICTION DIVERSION PROGRAM WORKOUT AGREEMENT BETWEEN LANDLORD AND TENANT

Article 1: Definitions

- A. The following capitalized terms, which are alphabetically listed, shall be defined and used throughout this Workout Agreement as followed. These definitions are hereby incorporated into this Workout Agreement and shall serve as a material part of this Workout Agreement.

County. The term “**County**” means Orange County, Florida, a political subdivision of the State of Florida.

Covered Rent. The term “**Covered Rent**” means the amount that the County will pay the Landlord for any and all rent and fees (if any) accrued and owed by the Tenant during the Covered Rental Period if the Program Application is approved. This amount will be calculated by the County based on the Program criteria and shall not exceed \$4,000. See **Article 5, Paragraph A** for the Covered Rent.

Covered Rental Period. The term “**Covered Rental Period**” means the period of time for which the County is providing the Covered Rent payment under the Program. For the purposes of this Workout Agreement, the Covered Rental Period is: **April 1, 2020 through the date the Landlord executes this Workout Agreement.**

Landlord. The “**Landlord**” is/are the owner(s) of the Residential Rental Property to whom, pursuant to a Lease, the Tenants have an on-going rental payment obligation. See **Article 3, Paragraph A** for the full list of individuals or entities that shall collectively be referred to in this Workout Agreement as the Landlord.

Lease. The “**Lease**” is the current agreement between the Landlord and the Tenant pursuant to which the Tenant has agreed to pay the Landlord monthly rent in order to reside at the residential rental property owned by the Landlord. If the Tenant is a month-to-month holdover based on the terms and conditions of an expired lease, then that expired lease shall be the Lease. See **Article 3, Paragraph C** for more information regarding the Lease.

Program. The term “**Program**” means the Orange County CARES Act Eviction Diversion Program.

Program Application. The term “**Program Application**” means the application completed and submitted by the Landlord and the Tenant through the Program’s online portal.

Program Participation Agreement. The term “**Program Participation Agreement**” shall refer to the agreement entered into between the Landlord and the Tenant through the Program’s online portal prior to being able to access and complete the Program Application.

Residential Rental Property. The “**Residential Rental Property**” is the residential rental home or residential rental unit for which the Landlord and Tenant have a rental arrangement pursuant to a Lease. See **Article 3, Paragraph B** for more detailed information on the Residential Rental Property.

Tenant. The “**Tenant**” is/are the individual(s) legally residing at the Residential Rental Property and who, pursuant to a Lease, have an on-going rental payment obligation to the Landlord. See **Article 3, Paragraph A** for the full list of individuals that shall collectively be referred to in this Workout Agreement as the Tenant.

Article 2: Recitals

- A. The following recitals are hereby incorporated into this Workout Agreement and therefore shall be considered a material part to this Workout Agreement:
1. Landlord and Tenant agreed to participate in the Program on their free will and volition and, by so doing, agreed to enter into this Workout Agreement.
 2. This Workout Agreement establishes a legally binding agreement between the Landlord and Tenant that memorializes the obligations of the parties related to their participation in the Program.

Article 3: The Parties

- A. This Workout Agreement is entered by and between the following parties:

Party 1: The Landlord	
Name(s):	<i>List full individual and/or entity names for all landlords:</i>
Landlord Type:	<i>Select one of the following options:</i> <input type="checkbox"/> A sole individual landlord (one person) <input type="checkbox"/> Multiple individual landlords (more than one person) <input type="checkbox"/> A corporate landlord <input type="checkbox"/> Other: _____
Principal Address:	

AND

Party 2: The Tenant	
The Tenant:	<i>List full names of all tenants:</i>
Tenant Type:	<i>Select one:</i> <input type="checkbox"/> A sole tenant (one person) <input type="checkbox"/> Multiple tenants (more than one person)

- B. This Workout Agreement is regarding the Residential Rental Property located at:

Rental Property Location	
Street Address:	
Unit Number	
City, State, Zip Code	

- C. The Landlord and Tenant have the following “**Rental Arrangement**” regarding the Residential Rental Property:

Rental Arrangement	
Rental Arrangement	<i>Select one:</i> <input type="checkbox"/> A current lease that expires on the following date: _____ <input type="checkbox"/> A month-to-month holdover tenancy pursuant to a lease that expired on the following date: _____

- D. Both the Landlord and the Tenant may be individually referred to as “**party**” or collectively referred to as “**parties**” in this Workout Agreement.

Article 4: Tenant’s Compliance with Lease

- A. The Landlord and Tenant affirm the following as of the date each respectively signed this Workout Agreement that:
1. With the exception of failure to pay rent during the Covered Rental Period, the Tenant is in full compliance with the Lease between the Landlord and the Tenant.
 2. The Landlord currently has no pending eviction or collection actions against Tenant for reasons other than the Tenant’s failure to pay rent and/or fees accrued during the Covered Rental Period, nor are there any notices of non-compliance with the Lease or terms of tenancy that are outstanding, or unresolved, as of this date but for those related to Tenant’s failure to pay rent and/or fees that accrued during the Covered Rental Period.
 3. If the Landlord does have pending eviction or collection actions against the Tenant due to the Tenant’s failure to pay rent and/or fees accrued during the Covered Rental Period, the Landlord hereby agrees to stay such actions until the County: (a) approves the Program Application, at which point the Landlord agrees to withdraw any and all such actions as soon as practicable; or (b) denies the Program Application, at which point the Landlord will be permitted to proceed with such actions.
 4. Tenant gives consent for the Covered Rent payment to be made directly to the Landlord on the Tenant’s behalf. Moreover, the Tenant understands and acknowledges that they do not have any claim to the Program funds that are allocated to pay the Landlord.

Article 5: Landlord Conditional Limited Release and Conditional Limited Waivers

- A. **Covered Rent.** Should the County approve the Program Application, the Covered Rent paid by the County to the Landlord on the Tenant’s behalf shall be: \$ _____, the receipt of which the Landlord agrees to accept as full and acceptable payment and consideration for: (1) any and all rent and fees (if any) accrued and owed by the Tenant during the Covered Rental Period; (2) entering into this Workout Agreement; and (3) providing the conditional limited release and waivers provided in **Article 5, Paragraph C** below.
- B. **Condition.** The Landlord agrees to provide the following conditional limited release and waivers provided for in this **Article 5, Paragraph C** below, so long as the following “**Condition**” is met:

The County approves the Program Application for payment to the Landlord of the Covered Rent in the amount indicated in **Article 5, Paragraph A**.

C. **Landlord's Conditional Limited Release and Waivers.** The Landlord understands, affirms, and acknowledges that should the Condition in **Article 5, Paragraph B** be satisfied, the following conditional limited release and waivers shall be deemed fully binding against the Landlord without further action required by the Landlord or the Tenant.

1. **Landlord's Conditional Limited Release of Tenant.** The Landlord hereby releases the Tenant from the Tenant's obligation to pay any and all rent and fees (if any) accrued and owed by the Tenant for the Covered Rental Period, whether such obligation is pursuant to law, equity, or the Lease. **This conditional limited release applies to any and all rent and fees (if any) accrued and owed by the Tenant for the Covered Rental Period, even if the Covered Rent payment provided by the County on the Tenant's behalf is in an amount less than the actual amount of rent and/or fees owed by the Tenant for the Covered Rental Period. Additionally, this conditional limited release only applies to rent and fees (if any) accrued and owed by the Tenant during the Covered Rental Period. The Tenant shall continue to be responsible for payment of any rent and/or fees accrued by the Tenant at any point after the Covered Rental Period.**
2. **Landlord's Conditional Limited Waiver of Eviction Rights.** The Landlord hereby waives any and all rights it has to evict the Tenant for any breach by the Tenant of the Lease that occurred during the Covered Rental Period including, but not limited to, the Tenant's failure to pay rent and fees (if any) and whether such right to evict is pursuant to law or contract. **This conditional limited waiver is limited only to breaches by the Tenant of the Lease: (a) of which the Landlord was aware as of the date of the Landlord's execution of this Workout Agreement; and (b) that occurred during the Covered Rental Period. Breaches by the Tenant that occur, or re-occur, after the end of the Covered Rental period are not included in this conditional limited waiver.**
3. **Landlord's Conditional Limited Waiver of Initiation of Eviction Proceedings.** The Landlord hereby waives its right to initiate (or reinstate) eviction proceedings against the Tenant for failure to pay rent and/or fees owed and accrued after the end of the Covered Rental Period for sixty (60) calendar days from the date the Condition in **Article 5, Paragraph B**, was met. **This conditional limited waiver does not, in any way, relieve the Tenant of its obligation to pay rent and/or fees that accrue during such sixty (60) calendar day period, nor does it prevent the Landlord from initiating eviction proceedings against the Tenant for breaches of the Lease unrelated to the Tenant's failure to pay rent and/or fees accrued during such sixty (60) calendar day period. Once such sixty (60) calendar day period has lapsed, the Landlord shall be permitted to initiate eviction proceedings against the Tenant for any failure by the Tenant to pay rent and/or fees accrued during such sixty (60) calendar day period.**

D. **Landlord's Program Participation Agreement Commitments.** Through execution of this Workout Agreement, the Landlord hereby certifies and/or reaffirms the commitments it made pursuant to the Program Participation Agreement:

1. The Landlord hereby certifies that once the Condition in **Article 5, Paragraph B** is met, that it shall withdraw any and all eviction and collection actions that are filed against the Tenant for failure to pay rent and/or fees (if any such actions had been filed).
2. The Landlord reaffirms its obligation to not initiate (or reinstate) any eviction proceedings against the Tenant for failure to pay rent and/or fees until the earlier of the two following events occurs: (a) the County denies the Program Application; or (b) twenty (20) business days from the date the Landlord executed the Program Participation Application has lapsed.

3. The Landlord reaffirms that it understands that should it initiate eviction proceedings against the Tenant for any reason prior to receipt of the Covered Rent payment from the County on the Tenant's behalf, the Landlord shall be ineligible for receipt of payment.

E. **In the Event of Denial of Covered Rent Payment.** Should the County deny Covered Rent payment to the Landlord after the Condition in **Article 5, Paragraph B**, was met, the releases and waivers provided by the Landlord in **Article 5, Paragraph C**, shall be null and void upon the Landlord's receipt of notice from the County of such denial with no further action required by the Landlord or the Tenant.

F. **Reservation of Landlord's Rights.** Except as otherwise expressly stated or provided for in this Workout Agreement or the Program Participation Agreement, nothing contained in this Workout Agreement waives, limits, prejudices, or adversely affects any of the Landlord's rights, remedies, or powers under its Lease with the Tenant, or any rights, remedies, or powers that the Landlord may have by statute, at law, or in equity, all of which rights, remedies and powers are expressly reserved.

Article 6: Tenant's Continuing Lease Obligations

A. **Tenant's Continuing Lease Obligations.** By executing this Workout Agreement, the Tenant hereby understands, affirms, and acknowledges that, regardless of the limited release and waivers provided by the Landlord in **Article 5** above, the Tenant must still comply with all terms and conditions of the Lease that are not expressly released or waived by the Landlord in this Workout Agreement. This includes, and is not limited to, any Lease prohibitions against damage to the Leased Premises, or any terms for payment for rent, fees, or both rent and fees, that accrue after the Covered Rental Period.

Article 7: Term of Agreement and Survivorship

A. **Term.** This Workout Agreement is effective as of the date both parties have fully executed it and expires ninety (90) days thereafter.

B. **Survivorship.** Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Workout Agreement, including, by way of example only, the conditional limited release and waivers provided by the Landlord in **Article 5** of this Workout Agreement, shall survive the expiration or termination of this Workout Agreement.

Article 8: General Conditions

A. **Counterparts; Electronic Signatures; and Electronic Transmission.** This Workout Agreement may be executed in counterparts, both of which shall be deemed an original and which taken together shall constitute one agreement. Each party agrees that if one or both of the parties execute this Workout Agreement by use of an electronic signature, whether digital or encrypted, that such electronic signature(s) shall authenticate this writing and to have the same force and effect as manual signatures. Any executed counterpart shall be delivered by electronic transmission to each party and delivery shall be effective and complete upon completion of such transmission.

B. **Governing Law.** This Workout Agreement shall be considered as having been entered into in the State of Florida, United States of America, and shall be construed and interpreted in accordance with the laws of that state.

- C. **Headings.** The headings or captions of articles, sections, or subsections used in this Workout Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Workout Agreement.
- D. **Representations.** Neither party has relied upon any representations or statements made by the other party to this Workout Agreement which are not specifically set forth in this Workout Agreement. The parties declare that the terms of this Workout Agreement have been read by and/or to them, that they have had sufficient time to consider the terms and conditions of this Workout Agreement, and that this Workout Agreement is fully understood by the parties. Additionally, this Workout Agreement shall not be construed against either party as though they were its drafter.
- E. **Severability.** The provisions of this Workout Agreement are declared by the parties to be severable. However, the material provisions of this Workout Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Workout Agreement. Therefore, should any material term, provision, covenant, or condition of this Workout Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.
- F. **Signatory.** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform under this Workout Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Workout Agreement as stated.
- G. **Venue.** Each of the parties hereby irrevocably submits to the jurisdiction of any federal or state court of competent jurisdiction sitting in Orange County, Florida, regarding any legal action that arises either directly or indirectly from this Workout Agreement, and further agrees that any such legal action shall be heard and determined in such Florida federal or state court. Each party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such legal action in Orange County, Florida.
- H. **Written Modification.** No modification of this Workout Agreement shall be binding upon any party unless it is reduced to writing and is signed by a duly authorized representative of each party to this Workout Agreement.

Article 9: Entire Agreement

This Workout Agreement constitutes the entire and complete agreement and understanding between the Landlord and Tenant concerning the subject matter of the Workout Agreement and their respective participation in the Program.

[SIGNATURES ON FOLLOWING PAGES]

LANDLORD SIGNATURE PAGE

Only individuals or entities who meet the definition of "Landlord" in **Article 1 ("Definitions")** above should sign on behalf of the Landlord. The Landlord hereby executes this Agreement on the latest of the following signatory dates below:

- SELECT IF THE SIGNATORY IS A PROPERTY MANAGEMENT COMPANY SIGNING ON BEHALF OF LANDLORD:** I am an authorized representative of a Property Management Company that is the legal agent of the Landlord. I certify under penalty of perjury that I am authorized to execute this legally binding agreement on behalf of all individuals or entities listed as the Landlord in **Article 3, Paragraph A** above, which I hereby certify as being a completed and exhaustive list of all landlords of the Residential Rental Property. The Property Management Company is registered with the Florida Department of Corporations under the following name and address:

LANDLORD #1:

Signature

Date

Printed Name

Official Title (if corporate landlord or Property Management Company)

LANDLORD #2:

Signature

Date

Printed Name

Official Title (if corporate landlord or Property Management Company)

LANDLORD #3:

Signature

Date

Printed Name

Official Title (if corporate landlord or Property Management Company)

LANDLORD #4:

Signature

Date

Printed Name

Official Title (if corporate landlord or Property Management Company)

TENANT SIGNATURE PAGE

All individuals who meet the definition of "Tenant" in **Article 1 ("Definitions")** above should sign on behalf of the Tenant. The Tenant hereby executes this Workout Agreement on the latest of the following signatory dates:

TENANT #1:

Signature

Date

Printed Name

TENANT #2:

Signature

Date

Printed Name

TENANT #3:

Signature

Date

Printed Name

TENANT #4:

Signature

Date

Printed Name

TENANT #5:

Signature

Date

Printed Name