

LEASE ADDENDUM
COVID-19 Worry Free Addendum

This Lease Addendum (the “Addendum”) is made and entered into on 05/28/2021 between Andrew K Vo (“Tenant”) and RSS CSAIL 2016-C5 - IA VA, LLC (“Landlord”), and said Parties do hereby agree as follows:

WHEREAS, Landlord and Tenant are parties to a lease agreement (the “Lease”), executed simultaneously with and in conjunction with this Addendum, dated 05/28/2021 for Tenant’s tenancy in the Apartment located at 4912 Mortenson Road (the “Premises”). The Term of the Lease is to run from 08/09/2021 through 07/23/2022, unless sooner terminated in accordance with its terms.

WHEREAS, Tenant and Landlord anticipate and expect that Tenant, during the term of the Lease, shall be a student at Iowa State University, which is an institution of higher learning (College, University, Etc) located in Ames (hereafter, the “School”), and Tenant, as of the execution of the Lease and this Addendum, intends to attend the School for academic year 2021-22.

WHEREAS, Landlord, in consideration of Tenant’s execution of the Lease and for good and valuable other consideration, agrees to enter into this Addendum with the Tenant.

IN CONSIDERATION OF THE FOREGOING, LANDLORD AND TENANT AGREE TO THE FOLLOWING:

1. Landlord and Tenant agree and acknowledge that, in the event the School does not hold any in person classes for fall semester 2021 and the dorms are closed (or any portion thereof) as a measure to control the spread of and protect students from the COVID-19 virus, then rent and charges accruing under the Lease shall be waived and abated until any in person classes at the School resume, provided that Tenant does not take physical occupancy of the Premises during such period. Notwithstanding the foregoing, rent and other charges shall accrue under the Lease and there shall be no rent abatement during any period that Tenant physically occupies the Premises. As used herein, “physical occupancy” and “physically occupies” includes, without limitation, Tenant keeping any of its personal property at the Premises. The Lease shall remain in full force and effect for the entire term of the Lease, subject to the rent abatement described above. In the event of a rental abatement under this Addendum, Lease charges will begin pro-rata from the date classes resume in person.

2. The parties acknowledge and agree that this Addendum shall be binding upon their heirs, legal representatives, successors and assigns. Except as contemplated by this Addendum, the Lease shall remain in full force and effect as between the Parties. To the extent any part of this Addendum is unenforceable, the remainder of the Addendum shall remain in full force and effect. To the extent that the terms of this Addendum conflict with the terms of the Lease, the terms of this Addendum shall control. This Agreement will be construed in accordance with the laws of the State of IA.

Tenants:
(All residents must sign below)

Date: _____

Date: _____

Landlord (or Authorized Representative)
(Signs Below)

Date: _____