

**SETTLEMENT AGREEMENT – RELEASE AND WAIVER**

**RENT ARREARAGE**

**STATE OF MICHIGAN COVID-19 RESOURCE FUND EVICTION DIVERSION PROGRAM**

**“CRF-ED”**

This Settlement Agreement and Release and Waiver of Rent Arrearage is entered into on \_\_\_\_\_, 2020, by and between:

Landlord: *Name and address as listed in Lease*

Tenant: *Name(s) and address as listed in Lease*

**RECITALS**

- A. The purpose of this Agreement is to settle terms between a Landlord and Tenant where the Landlord claims a right to possession on the basis of unpaid rent accruing from a lease, during the COVID-19 covered period of March 1, 2020 through December 30, 2020. Entry into this Agreement is not the only means by which CRF-ED benefits may be obtained: Landlords and Tenants each have the right to instead take their claims to court, where CRF-ED benefits may again be available for so long as funding of the program remains available.
- B. Tenant and Landlord entered in to a lease dated \_\_\_\_\_, for the property located at \_\_\_\_\_, Michigan, \_\_\_\_\_ (the “Lease”).
- C. On or about \_\_\_\_\_, 2020, Landlord delivered to Tenant a Demand for Possession, claiming breach of the Lease for non-payment of rent by the Tenant.

**TERMS**

- 1. Tenant and Landlord agree that the Tenant owes Landlord unpaid rent, as of the date hereof, per the terms of the Lease is in the amount of \$ \_\_\_\_\_, not including late fees or penalties.
- 2. Landlord and Tenant agree to enter into this Eviction Diversion Settlement Agreement such that the total rent arrearage due and owing by tenant, in settlement of Landlord’s claim is \$ \_\_\_\_\_ (the “Eviction Diversion Settlement”). Any and all remaining balance of past-due rent and all late fees and penalties accrued as of the date of this Agreement are herewith forgiven and released by Landlord according to the terms hereof.
- 3. The amount due to the Landlord shall be paid as follows:
  - a. The CFR-ED program shall pay Landlord \$ \_\_\_\_\_ no later than \_\_\_\_\_, 2020 (the “Program Portion”). Agency fulfilling Program Portion payment: \_\_\_\_\_

- \_\_\_\_\_.
- b. Tenant shall pay regular monthly rent, as required by the Lease, for all future rent when due.
  - c. In addition, Tenant shall pay Landlord \$ \_\_\_\_\_ no later than \_\_\_\_\_, 2020 (the "Tenant Portion").
  - d. If Landlord and Tenant shall agree to a payment plan for the Tenant Portion, the terms of such payment are as follows:
    - i. \_\_\_\_\_ payments of \$ \_\_\_\_\_, due on the \_\_\_\_\_ day of each month beginning on \_\_\_\_\_, 2020.
    - ii. Additional Terms (such as repairs to unit, utilities, add'l credits, etc.): \_\_\_\_\_

- 4. In exchange for payment of the Eviction Diversion Settlement by or on behalf of Tenant to Landlord, Landlord agrees that as of the date hereof:
  - a. There is no material violation of the Lease by Tenant according to the terms of the Lease, and
  - b. Settlement and compromise having been made, Landlord has no remaining factual or legal basis to pursue a judicial nor self-help complaint for possession nor eviction as of the date of this Agreement, and
  - c. Landlord shall not file nor cause to be filed a complaint for possession nor eviction based upon unpaid rent nor late fees accruing as of the date of this Agreement. Landlord, on its own behalf and on behalf of all successors in interest, forever waives, releases and discharges any claim for any rent-arrearage or late-fees other than the sum set forth in Section 2, provided payment is made to Landlord according to the terms of Section 3. In the event that only partial payment is made to Landlord pursuant to Section 3, such partial payment paid to Landlord shall be fully credited against Tenant's rent arrearage. Landlord agrees not to take steps to evict Tenant for nonpayment of the amounts set forth in this Agreement if Tenant is successfully making payments under an installment plan. Landlord shall not interfere with nor impede Tenant from making such payments. Landlord agrees to not initiate any action relating to the rent arrearage in Section 1 that would affect the credit report of Tenant, nor to pursue collection against Tenant for the period of this Agreement.

- 5. Representations by Landlord:
  - a. The undersigned Landlord the proper Landlord under the terms of the Lease (or agent of Landlord acting with binding authority upon Landlord), and all information provided by Landlord to the Eviction Diversion program is true and accurate to the best of Landlord's knowledge.
  - b. Unpaid rent by Tenant is the sole basis for the Demand for Possession.
  - c. Landlord understandings this agreement, knowingly and willingly enters into it, and has had the opportunity to discuss it with legal counsel
  - d. Landlord has not entered into this Settlement Agreement for any purpose than that set forth in State of Michigan Executive Order 2020-134.

- 6. Representations by the Tenant:

- a. That undersigned Tenant is the proper Tenant under the terms of the Lease, and all information provided by Tenant to the Eviction Diversion program is true and accurate to the best of Tenant's knowledge.
  - b. Unpaid rent by Tenant is the sole basis for the Demand for Possession
  - c. Tenant understands this agreement, knowingly and willingly enters into it, and has had the opportunity to discuss it with legal counsel.
  - d. Tenant understands that this Agreement resolves the issue of rent and fees accruing through the date of execution only, and that all other obligations of the Lease remain enforceable.
  - e. Tenant has not entered into this Settlement Agreement for any purpose than that set forth in State of Michigan Executive Order 2020-134.
7. The parties to this Agreement knowingly, voluntarily and intelligently waive their constitutional right to a trial by judge or jury with respect to any claim, dispute, conflict, or contention, if any, as may arise under the subject matter described herein. The parties reserve the right to judicially enforce this Settlement Agreement, Release and Waiver.

THEREFORE, the parties have entered into his Settlement Agreement effective as of the first date written above.

\_\_\_\_\_  
 Landlord (*identify Agent acting on behalf of Landlord as appropriate*):

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

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

\_\_\_\_\_  
 Attorney for Landlord (*if applicable*):

\_\_\_\_\_  
 Attorney for Tenant (*if applicable*):