

**Nittany Place  
COVID-19 Modification Addendum to Residential Lease**

Name of Student/Tenant: \_\_\_\_\_

Leased Property / Unit  
(if assigned): \_\_\_\_\_

Starting Date of Lease: \_\_\_\_\_

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This COVID-19 MODIFICATION ADDENDUM (“Addendum”) entered the \_\_\_ day of \_\_\_\_\_, 2020, between NITTANY PLACE (“Landlord”) and the above named Student/Tenant (“Tenant” or “You”), modifies, and is made a part of, that certain RESIDENTIAL LEASE for student-oriented housing at the above listed property (the “Leased Premises”) serving the Penn State University Harrisburg Campus (the “PSU Campus”) with the Starting Date of Lease indicated above (the “Lease”).

Background

WHEREAS, due to the unprecedented coronavirus (COVID-19) pandemic, and related government ordered shutdown of on-campus learning at the PSU Campus during the emergency that occurred in the Spring semester of 2020, Landlord, which provides student-oriented housing proximate to the PSU Campus, wishes to reduce the stress and financial burdens and uncertainty for student tenants caused by a potential continuing COVID-19 emergency extending into the Fall 2020 Semester by modifying the Lease to provide for a possession commencement date delay, and for a pro-rata reduction of the Rent and Lease Term, as set forth in this Addendum.

NOW, THEREFORE, the parties, with the intent to be legally bound, agree that the Lease is amended to add the following terms:

**A. Lease Start Date and Possession Contingent Upon PSU Campus Reopening for On-Campus Classes by September 15, 2020.** The Starting Date of the Lease (“Lease Start Date”) and commencement of possession of the Leased Premises are contingent upon there being no delay beyond September 15, 2020, or full semester cancellation, of the Fall 2020 semester on-campus classes at the PSU Campus due to coronavirus (COVID-19). In the event that the PSU Campus announces a delay to September 16, 2020 or to any later date, or a Fall 2020 semester complete cancellation, prior to Your specified Lease Start Date, ***You shall have the right to elect to delay the Lease Start Date***, and receive a prorated reduction in the Lease Term and Rent as specified in this Addendum. In order to make this election, You must deliver written notice to Landlord at least seven (7) days prior to the Lease Start Date. However, if the PSU Campus announcement of such delay or cancellation occurs less than seven (7) days before Your Lease Start Date, You will have seven (7) days following that PSU Campus official announcement to deliver the notice, but in no case can You deliver it more than seven (7) days after the original Lease Start Date in order for the election to be effective. This option to delay the Lease Start Date will only apply if, prior to Your original Lease Start Date, Penn State University makes an official determination to delay past September 15, 2020 the start date of, or to cancel completely, on-campus classes for the Fall 2020 semester, or the Governor of Pennsylvania issues an official order delaying or cancelling such on-campus classes, at the PSU Campus due to coronavirus (COVID-19).

If You do timely elect a Lease Start Date delay, then Your Lease Start Date and right to take possession of the Leased Premises shall be delayed. If the reason for the election is based on a delay of on-campus classes for a portion of the Fall 2020 semester, Your Lease Start Date and possession will be delayed until the first (1<sup>st</sup>) day of the calendar month in which the PSU Campus on-campus classes resume. If, however, the reason for the election is because the PSU Campus has cancelled the entire Fall 2020 semester prior to Your original Lease Start Date, then Your Lease Start Date will be moved back to January 1, 2021.

**B. Proportional Rent and Term Reduction for Delayed Lease Start Date.** If You elect a delayed Lease Start Date under Paragraph A above, Your Lease will still remain binding and effective, but Your Lease Start Date and commencement of possession will be delayed as explained above. In addition, the length of Your “Lease Term” will be reduced on a pro rata basis, in monthly increments, for the period of such delay. The “Ending Date of Lease” will not change without the written agreement of Landlord (in a formal Amendment to the Lease) in response to a written request by You to extend it. An agreement to change the Ending Date of Lease shall be at

Landlord's sole discretion, except that Landlord will not unreasonably withhold its agreement to Your written request to extend it for no more than thirty (30) days if the PSU Campus, specifically as a result of the coronavirus (COVID-19), extends its Spring 2021 semester end date by no more than thirty (30) days, but any such agreed-upon extension of the Ending Date of Lease will be conditioned on Your paying in advance an additional proportionate rental amount, calculated on a per day basis (which is guaranteed by Your Guarantor), for that extension.

If you do elect to delay your Lease Start Date, you also will not be allowed to move in until the new Lease Start Date, and you also will not be required to make the monthly installments that would have been due prior to the new Lease Start Date since the overall Rent will be reduced by that amount. Your installment payment obligations will begin as of the new Lease Start Date. Any payments made by You prior to the new Lease Start Date on account of Rent will be held by Landlord and credited to Your Rent due under the Lease when the delayed Lease Term begins. To the extent that due to the reduced Lease Term and proportionate reduction in Rent there is any total overpayment by You above your adjusted payment obligations under the Lease (for example, if you paid the full Rent for what was expected to be the longer original Lease Term in advance), that excess amount shall be refunded to You by Landlord promptly after the new length of the Lease Term can be determined.

*EXAMPLE:* If You, hypothetically, had an original Lease Start Date of August 7, 2020, and in July the PSU Campus announced that it was delaying the start of on-campus classes until November 9, 2020, and having only on-line learning until then, you would have the right to elect to delay your Lease Start Date. If you timely elected to do so, your Lease Start Date would be changed to November 1, 2020, and you would not be allowed to move in until then. The overall length of your Lease Term would be automatically shortened by the amount of time from August 7 through October 31, and your total Rent under the Lease would be proportionately reduced to account for the shortened Lease Term. Your obligation to pay monthly installments on account of Rent would begin on the new Lease Start Date of November 1, and the monthly installments that originally would have applied for August, September and October if you had not chosen to delay the Lease Start Date would be permanently eliminated.

**C. Option to Fully Cancel Lease if Both Fall 2020 Semester and Spring 2021 Semester are Cancelled.** If after You have timely elected a delayed Lease Start Date and prior to Your commencing possession of the Leased Premises the PSU Campus fully cancels on-campus classes for both the *entire Fall 2020 Semester and entire Spring 2021 Semester*, You will have the further option of fully cancelling the Lease. To exercise this option you will need to deliver written notice of such cancellation to Landlord within seven (7) days of the PSU Campus official announcement of the cancellation of both Semesters of on-campus classes. If You timely exercise that option to cancel the Lease, this Lease shall be considered void, and Landlord will promptly return to You any Security Deposit and Rent payments that were previously paid on account in advance. You cannot make this election to cancel the Lease if You have already taken possession of the Leased Premises.

**D. Interpretation of Addendum.** Headings in this Addendum are for convenience and reference only, and such words will not be held to aid in the interpretation, construction or meaning of this Addendum. All capitalized terms used in this Addendum but not otherwise defined herein shall have the meanings given to such terms in the Lease. In the event of any inconsistency between the terms of this Addendum and the Lease, this Addendum shall prevail. The parties further acknowledge and agree that all other terms of the Lease continue to be fully binding.

**IN WITNESS WHEREOF, the undersigned have executed this Addendum and acknowledge receipt of a complete copy of the same.**

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

Landlord: Nittany Place, LP

Print Name \_\_\_\_\_

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

Date: \_\_\_\_\_