**COVID-19 SECURITY DEPOSIT ADDENDUM**

This Addendum is entered into on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Landlord”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Tenant”). This addendum modifies the terms and conditions of the residential lease agreement (hereinafter “Lease Agreement”) entered into by Landlord and Tenant regarding property located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter the “Property”). In consideration of mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. On or about \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Tenant paid to Landlord a security deposit in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Security Deposit”);
2. The current balance of the Security Deposit with accrued interest is $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;
3. In accordance with New Jersey Executive Order 128, Tenant now wishes to have the Security Deposit, and any accrued interest thereto, applied to rent either due or to become due to Landlord from the Tenant;
4. Tenant acknowledges and authorizes that the Security Deposit, and any accrued interest thereto, may be applied to rent or additional rent as defined by the Lease Agreement;
5. Tenant authorizes Landlord to remove the Security Deposit, and any accrued interest thereto, from its current account and retain said money for this purpose;
6. Tenant acknowledges that this use of the Security Deposit is not in violation of the New Jersey Security Deposit Act, as set forth in N.J.S.A. 46:8-19, *et seq.*;
7. Tenant acknowledges and understands that this deposit must be replenished in full on the date that the current lease is extended or renewed, or on the date six (6) months following the end of the current New Jersey State of Emergency, whichever is later.
8. All other terms of the Lease Agreement shall remain in full force and effect. In the event any term of this Addendum is in conflict with the Lease Agreement or any prior addendum, the terms of this Addendum shall prevail.

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

, Landlord

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

, Tenant

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

, Tenant