

SAMPLE LETTER TO RESTAURANT LANDLORDS

April __, 2020

VIA EMAIL AND CERTIFIED MAIL

[LANDLORD NAME]
555 West 5th Street
Miami, Florida 33131
Email: landlord@landlord.com

Dear Landlord:

As you are aware, the COVID-19 crisis and governmental “social distancing” mandates have severely impacted our business operations. Due to this unprecedented and unforeseeable nature of this pandemic, commercial tenants may avail themselves of several legal arguments to either reduce or abate rent during this period including, without limitation, force majeure, frustration of purpose, casualty, condemnation, impossibility/impracticability of performance and other arguments that may develop as case law in this area is refined and as new emergency legislation is passed. In addition, there will almost certainly be a back-log of landlord-tenant cases due to the COVID-19 crisis, and courts will likely be sympathetic to tenants who were unable to pay rent due to no fault of their own and whose closure would mean the loss of many jobs for those most impacted by the crisis. Also, from a practical perspective, it is unlikely that retail landlords will be filling vacancies at pre-COVID rents any time in the near future.

For all of these reasons, we are hopeful that you will agree to an amicable and reasonable business arrangement that will allow us to survive this crisis. We believe that a business arrangement, and not litigation, will benefit both parties, as well as the many employees who count on our business to make ends meet. Rest assured that we are applying for all available government assistance and, if received, will be utilizing a portion of that assistance to pay rent due under the lease.

To the extent that you are willing to discuss a business arrangement, please confirm that, while negotiations are ongoing, landlord shall not declare a default under the lease and shall not charge any interest or penalties on past-due amounts due during this period and until further notice from landlord. This request is made on an amicable basis and without waiving any rights the tenant may have pursuant to the lease or at law or in equity.

Sincerely,

[TENANT NAME]

By: _____
Print Name:
Title: