

VIRUS WARNING AND WAIVER ADDENDUM

Date _____ Community Name/Number _____

Resident _____

Street Address _____

Apt. Number _____ City, State, Zip _____

This **Virus Warning and Waiver Addendum** (this “Addendum”) is made part of the Lease Contract (the “Lease”) by Landlord and Resident. To the extent the terms of this Addendum conflict with the Lease, the terms of this Addendum shall control.

Due to the inherent risk of exposure to communicable viruses in all environments including the Premises, Resident shall diligently follow all government mandates and generally accepted health precautions concerning the spread of viruses while in the Premises and common areas of the community. Viruses may be contagious and can lead to illness and death. Resident should always assume that anyone could have a virus. Neither Landlord nor Resident represent or warrant that: (1) the Premises and common areas are or will remain free of viruses, (2) persons on the Premises or common areas are not carrying viruses; or (3) exposure to viruses cannot occur on the Premises or common areas.

While on the Premises or common areas:

- 1. Resident shall exercise due care for Resident’s safety at all times.**
- 2. Resident shall take full responsibility for and voluntarily assume all risks related to exposure to viruses.**
- 3. Resident releases, indemnifies, discharges, and holds Landlord and our representatives for all present and future claims and liabilities relating to viruses, including but not limited to any negligent act or omission by Landlord.**

Amenity and Common Area Closures

Amenities and common areas may be closed or the use significantly curtailed in the event of government mandated closures or regulation to the point that Landlord believes that it is impractical or inefficient to keep open amenities and common areas. Rent and the other charges due under the Lease will not be adjusted in the event of amenity and common area closures or restrictions.

Cleaning

Landlord makes no representation or warranty about the intensity, frequency, or effectiveness of cleaning in the common areas and amenities. Resident acknowledges that the common areas and amenities are used by numerous people and are susceptible to contamination by other users. Before use, Resident shall wipe down touched surfaces (such as workout equipment, pool and patio furniture, and tabletops) to the degree desired by Resident.

Disclosures of Sickness

Landlord will rarely have accurate information about the medical condition, history, or treatment of residents in the community. In the event Landlord should become aware of such information, Resident and Landlord agree that Landlord is under no duty to disclose such information to Resident, all parties recognizing the sensitivity of such information.

Masking

Landlord shall have the option, but not the obligation, to require masking of residents and employees in the common areas of the community when advised by government entities to do so.

Maintenance and Entry

During times of government mandated or recommended quarantine or partial quarantine (by whatever label utilized), Landlord may reasonably delay or limit maintenance response and entry to the Premises. When Landlord entry is permitted under the Lease, Landlord may insist that Resident vacate the Premises during Landlord's entry.

Quarantine while Sick

Resident shall not use the amenities and limit use of the common areas to only ingress and egress to the Premises when known to be sick or contagious. Resident shall limit travel to and from the Premises as much as practical when known to be sick or contagious and shall cover their mouth and nose when in the common areas.