**USE OF COMMON AREA AMENITIES AMID COVID-19**

**DISCLOSURES AND ASSUMPTION OF RISK**

1. **Definition:**
	1. Property: [Address]
	2. Landlord: [Owner]
	3. Landlord’s Related Parties: The property manager (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) and the respective officers, directors, members, managers, partners, shareholders, employees, affiliates, agents and representatives of both Landlord and the property manager.
	4. Resident’s Related Parties: Other o-Resident, occupants, members of Resident’s household, Resident’s family, guests, agents and others under Resident’s control.
2. **Common Area Amenities:**  The Residence is part of a multi-family residential complex. Various services, equipment and facilities (“**Common Area Amenities**”) may be provided for Resident’s use at Resident’s own risk. Common Area Amenities include all areas and facilities outside of the Residence, within the Property, that are provided and designated by us for the general non-exclusive use of Property Resident. Common Area Amenities may include, but are not limited to meeting rooms and clubhouses, laundry facilities, exercise facilities, storerooms, swimming pools, spas, common entrances, lobbies, hallways, staircases, public restrooms, elevators, loading areas, trash/recycling areas, roads, sidewalks, walkways, and landscaped areas. Common Area Amenities are used by people outside Resident’s household. Use of Common Area Amenities is subject to the restrictions described in rules or instructions at the Property. Resident may be required to carry and display identification to enter and/or utilize Common Area Amenities. If we allow guests to utilize Common Area Amenities, Resident may have no more than two guests (accompanied by Resident) unless we agree otherwise.We may restrict Common Area Amenity usage for cleaning or safety reasons. All federal, local and state guidance will be followed regarding amenity use, including but not limited to complying with state and local guidance on when to close and/or reopen amenities. Therefore, these Rules and Regulations are subject to change.
3. **Conduct and Compliance with Agreement, Law and Rules:** Resident is responsible for Resident’s own actions and the actions of Resident’s Related Parties. Resident and Resident’s Related Parties:
4. Agree to comply with all Landlord rules, regulations, recommendations and instructions (including posted signs and those specified in this Addendum), and all laws, statutes, ordinances, and requirements of all city, county, state, and federal authorities related to COVID-19. Landlord may periodically modify the rules and regulations by delivering a copy of the modifications to Resident or posting signs, rules and regulations at the Property;
5. Are responsible for personal injury or property damage, including damage to the Residence and Property caused by the action or inaction of Resident and Resident’s Related Parties. To the maximum extent allowed by law, Resident agrees to indemnify, defend (with counsel of our choice), and hold Landlord and Landlord’s Related Parties (and the HOA if the Residence is in a HOA) harmless for any liability, costs (including reasonable attorney fees), or claims resulting from Resident’s breach of this Disclosure, Resident’s Lease Agreement or the negligence, violation of law, or willful misconduct of Resident or Resident’s Related Parties.
6. **Rules and Regulations for Use of Common Area Amenities:** Landlord reserves the right to limit the maximum number of people using each amenity at any given time or to implement a reservation system for amenity use to allow for social distancing in accordance with federal, state and local orders. Signs will be posted at each entrance of the reopened amenities setting forth the rules and regulations of the amenity and are subject to change by Landlord. Resident and Resident’s Related Parties must comply with the rules and regulations posted at the entrance of the amenity in use. Landlord will reopen amenities pursuant to applicable federal, state and local orders and/or guidelines and reserves the right to close the amenities if the rules and regulations are not complied with.
7. **Act Cautiously; Common Area Amenities May Not Be Virus Free:** Resident and Resident’s Related Parties understand thatwhile Landlord will periodically clean and sanitize Common Area Amenities, Landlord does not guarantee that the amenities, or the people in them, will be virus-free. Resident and Resident’s Related Parties further understand that the risk associated with Common Area Amenities may be greater than the risk within Resident’s household (assuming that no one in Resident’s household has COVID-19). Resident and Resident’s Related Parties agree to act as if Common Area Amenities are not virus-free and take precautions as recommended by the CDC, WHO, the California Department of Health, and the County Health Department, and Resident’s health care provider(s), which may include (but are not limited to):
8. Washing hands after touching any Common Area Amenity;
9. Avoiding touching your face;
10. Maintaining social distancing (6 feet) and wearing masks when outside of Resident’s Residence;
11. Not exceeding maximum group size established by Federal, state and local requirements, restrictions and recommendations.
12. **Disclosure:** The Resident agrees to not use any common area amenity if:
	1. To the best of Resident’s knowledge, Resident and Resident’s Related Parties currently have COVID-19, or have knowingly, within the last 14 days, been in contact with someone who has COVID-19; or
	2. Resident or Resident’s Related Parties are experiencing a fever, signs of respiratory illness such as cough, shortness of breath or difficulty breathing, or other COVID-19 symptoms.
13. **Risk of Exposure, Assumption of Risk and Waiver:** To the maximum extent permitted by law, Resident understands and agrees that:
	1. Resident and Resident’s Related Parties are using the Common Area Amenities at the sole risk of Resident and Resident’s Related Parties.
	2. Resident and Resident’s Related Parties assume all risk of harm and waive all claims against Landlord or Landlord’s Related Parties, resulting from COVID-19, unless caused by gross negligence of Landlord and Landlord’s Related Parties.
	3. Resident acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk of exposure and sickness upon entering the property and also understands that persons may have COVID-19 and not exhibit symptoms, not be aware that they have COVID-19 or may not voluntarily agree to disclose their condition.
	4. Resident will ensure his/her own safety and protection, as well as the safety and protection of Resident’s Related Parties, when using Common Area Amenities. Any precautionary measures taken by Landlord and/or Landlord’s Related Parties are neither a guarantee nor warranty of a virus-free environment.
	5. Any COVID-19-related inconveniences will not create a claim for rent relief, nor an offset to your obligations under the Agreement, nor will they be the basis for a complaint, claim, right, or remedy against Landlord and Landlord’s Related Parties.

Date Print Name Signature

Date Print Name Signature

Date Print Name Signature