**PERFORMANCE OF WORK ORDERS 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. **Background:**
* Whereas, on March 4, 2020, the Governor of the State of California proclaimed a state of emergency due to the threat posed by the Novel Coronavirus (“COVID-19”).
* Whereas, on March 11, 2020, the World Health Organization characterized COVID-19 as a pandemic.
* Whereas, on March 13, 2020, the President of the United States of America declared a national emergency.
* Whereas, on March 19, 2020, the Governor of the State of California issued Executive Order N-33-20, ordering all residents to immediately heed directives issued by the State Public Health Officer; to stay home or at their place of residence except as needed to maintain continuity of operations.
* Whereas, the Centers for Disease Control and Prevention and the California Department of Health has issued recommendations including, but not limited to, social distancing, staying home if experiencing symptoms, canceling large group events, working from home, and other precautions to protect public health and reduce transmission of COVID-19.
1. **Real Estate is Essential:** Under both the Federal and State guidelines, real estate transactions and services have been recognized as essential businesses/activities. Property managers and maintenance employees are considered essential workers.
2. **Purpose of Entry:** The purpose of Landlord or Landlord’s Related Parties’ entry is to perform a necessary or agreed repair and/or service upon Resident’s request. Specifically, Landlord or Landlord’s Related Parties are entering the Property on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020 to perform the following repair and/or provide the following services:

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1. **Safety Guidelines:** The Landlord and Landlord’s Related Parties and Resident(s) agrees to take all reasonable and necessary precautions to protect Resident(s) and others from the spread of COVID-19, including, but not limited to:
	1. Practicing social distancing by keeping at least six (6) feet between yourself and others.
	2. Wearing protective gear such as face coverings or masks, gloves, protective shoe coverings, etc. \*Note: all Residents must wear a face covering or mask.
	3. Not gathering in groups, and not touching any items brought into your unit by anyone performing repairs and/or providing services.
2. **Disclosure:** The Resident(s) makes the following representation:
	1. To the best of your knowledge, you and/or your household member(s) do not currently have COVID-19, and have not knowingly, within the last 14 days, been in contact with someone who has COVID-19;
	2. You are not experiencing a fever, signs of respiratory illness such as cough, shortness of breath or difficulty breathing, or other COVID-19 symptoms; and
	3. You understand that persons may have COVID-19 and:
		1. Not exhibit symptoms;
		2. Not be aware that they have COVID-19; or
		3. May not voluntarily agree to disclose their condition.
3. **Risk of Exposure:** To the maximum extent permitted by law:
	1. Resident(s) is allowing Landlord and/or Landlord’s Related Parties to enter the property at Resident’s sole risk.
	2. Resident(s) assumes all risk of harm and waives all claims against Landlord or Landlord’s Related Parties, resulting from COVID-19, even if caused by the negligence of Landlord and Landlord’s Related Parties.
	3. Resident(s) acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk of exposure and sickness upon Landlord and/or Landlord’s Related Parties entering the property.
	4. Resident(s) will ensure his/her own safety and protection while work orders are being completed in his/her unit. Any precautionary measures taken by Landlord and/or Landlord's Related Parties are neither a guarantee nor warranty of a virus-free environment.