

COMMUNICABLE DISEASE ADDENDUM

This Communicable Disease Addendum (“**Addendum**”) is made part of the Lease Agreement (“**Agreement**”) dated 05/28/2021, between Andrew K Vo (“**Resident**” and “**you**”) and RSS CSAIL 2016-C5 - IA VA, LLC (“**Landlord**” and “**us**”) for the Residence unit (the “**Residence**”) in the The Madison community (the “**Property**”). To the extent that this Addendum conflicts with the Agreement, this Addendum will prevail.

1. **DEFINITIONS.**

- a. **LANDLORD’S RELATED PARTIES:** Includes the Landlord, the Property, the property manager and each and every of each of their respective officers, directors, members, managers, partners, shareholders, employees, affiliates, agents and representatives.
- b. **RESIDENT’S RELATED PARTIES:** Other co-Residents, occupants, members of your household, your family, guests, agents and others under your control.

2. **COMMON AREA AMENITIES.** The Residence is part of a multi-family/multi-tenant residential complex. Various services, equipment and facilities (“**Common Area Amenities**”) may be provided for your use at your 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 residents. 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 your household. Use of Common Area Amenities is subject to the restrictions described in rules or instructions at the Property. You 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, you may have no more than two guests (accompanied by you) unless we agree otherwise. We may restrict Common Area Amenity usage for cleaning or safety reasons, including for reasons related to COVID-19, viruses, or other communicable diseases (collectively “Virus” or “Viruses”).

3. **CONDUCT AND COMPLIANCE WITH AGREEMENT, LAW AND RULES.** You are responsible for your own actions, and the actions of your Related Parties. You and your Related Parties:

- Must 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 any Virus. We may periodically modify Landlord’s rules and regulations by delivering a copy of the modifications to you or posting signs, rules and regulations at the Property;
- Are responsible for personal injury or property damage, including damage to the Residence and Property caused by the action or inaction of you and your Related Parties. To the maximum extent allowed by law, you agree to indemnify, defend (with counsel of our choice), and hold us 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 your breach of this Addendum, the Agreement or the negligence, violation of law, or willful misconduct of you or your Related Parties.

4. **ACT CAUTIOUSLY; COMMON AREA AMENITIES MAY NOT BE VIRUS FREE.** While we will periodically clean Common Area Amenities, we do not guarantee that they, or the people in them, will be Virus-free. The risk associated with Common Area Amenities may be greater than the risk within your household (assuming that no one in your household has a Virus). To protect yourself, act as if Common Area Amenities are not virus-free, and take precautions as recommended by the CDC, WHO, the Department of Health for the state in which the Property is located, and the County Health Department, and your health care provider(s), which may include (but not limited to):

- washing your hands after touching any Common Area Amenity;
- avoiding touching your face;
- maintaining social distancing (6 feet) and wearing masks when outside of your Residence;
- not exceeding maximum group size established by Federal, state and local requirements, restrictions and recommendations.

5. **USING TECHNOLOGY AND CHANGING POLICIES TO REDUCE RISK.** To keep you and Landlord’s Related Parties safe, we may:

- utilize methods of communication other than in-person communication (i.e. email, texting, online portals, and other technology);
- offer virtual meetings
- close the leasing office
- offer alternate payment methods
- offer online lease renewal
- utilize other technology
- restrict or regulate Common Area Amenities use
- limit maintenance to emergency maintenance only and/or defer non-essential maintenance.
- change other business practices to reduce risk

Ask us if you have any questions about our current policies.

6. **ILLNESS.** If you (or a household member) develops COVID-19 symptoms, or have tested positive for COVID-19 or any other Virus, seek advice from your health care professional, WHO, the Department of Health for the state in which the Property is located, and the County Health Department, and follow their recommendations. If it is recommended that you self-quarantine or isolate to avoid creating risk for others, do not use Common Area Amenities.

7. **ASSUMPTION OF RISK, WAIVER, AND INDEMNITY.** To the maximum extent allowed by law:
- use of the Common Area Amenities is at the sole risk of you and your Related Parties;
 - you assume all risk of harm, and waive all claims against any of Landlord and/or Landlord's Related Parties, related to any Viruses, **EVEN IF CAUSED BY THE NEGLIGENCE OF ANY OF LANDLORD AND/OR LANDLORD'S RELATED PARTIES** to the fullest extent permitted by applicable law;
 - you agree that any Virus-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 any of Landlord and/or Landlord's Related Parties;
 - RESIDENT AGREES TO HOLD LANDLORD AND/OR LANDLORD RELATED PARTIES HARMLESS, AND FULLY DEFEND AND INDEMNIFY EACH AND EVERY ONE OF LANDLORD AND/OR LANDLORD RELATED PARTIES FROM ANY AND ALL CLAIMS, ALLEGATIONS, ACTIONS, DAMAGES, LOSSES, OR LIABILITIES OF EVERY TYPE, WHETHER OR NOT FORESEEABLE, RELATED TO: (i) RESIDENT'S BREACH OF THIS ADDENDUM; (ii) RESIDENT'S USE, PRESENCE IN, AND/OR ENJOYMENT OF ANY COMMON AREA AMENITIES; AND/OR (iii) ANY RESIDENT RELATED PARTIES' USE, PRESENCE IN, AND/OR ENJOYMENT OF ANY COMMON AREA AMENITIES.

8. **NO VIRUS FREE REPRESENTATIONS OR WARRANTIES.** Resident understands that Landlord, the Property, and any and all Landlord's Related Parties make no representation or warranty, express or implied, that the Property, Common Area Amenities, any portion of either of them, and/or any equipment located in either of them do not contain a Virus. The Landlord, Property, and any and all Landlord Related Parties disclaims, excludes, and denies any and all warranties (express and/or implied) as to the presence (or not) of any Virus within the Property, Common Area Amenities, any portion of either of them, and/or an equipment located in either of them.

9. **NO EARLY TERMINATION OF LEASE CONTRACT.** Resident acknowledges there is no right to early termination of the Agreement related to Viruses and Resident will not be released from the Agreement for any reason related to any Virus, including, but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, loss of roommates or occupants, loss of employment, bad health, restrictions, closures, emergency orders, online classes or any other effects of any Virus are not grounds for the early termination of the Agreement. However, Resident may have special statutory rights under applicable law to terminate the Agreement in certain situations in accordance with applicable law, and this provision is not and is not intended to be a waiver of any such rights.

10. **COMPLIANCE.** Your compliance with this Addendum is important for your safety, as well as that of your Related Parties, Landlord's Related Parties, and others). It is Resident's responsibility to inform any Resident Related Parties of the terms of this Addendum and ensure any and all Resident Related Parties comply with the terms of this Addendum. Failure to comply with this Addendum is a material violation of the Agreement, and grounds for termination of your tenancy.

11. **ENFORCEMENT IN COMPLIANCE WITH APPLICABLE LAW.** Every provision of this Addendum is intended to be enforced to the maximum extent permitted by applicable law, and only to the maximum extent permitted by applicable law. No one entering into this Addendum intends for any provision in this Addendum to violate applicable law, and any portion of any provision herein that is found to violate applicable law should be removed and not enforced, leaving only the portion of the provision in question that does not violate applicable law.

Date: _____
Landlord

Date: _____
Resident

Date: _____
Resident

Date: _____
Resident