

COMMUNITY RULES – COVID-19

Out of an abundance of caution, and in order to best promote a healthy community for our employees, vendors, residents, and guests, The Madison ("Community") is updating its rules and policies due to COVID-19. The Community requires its employees, vendors, residents, and guests to comply with these rules and procedures (collectively "Rules") that encourage social distancing, good hygiene, and environmental cleanliness and sanitization.

We all have a role in limiting the spread of COVID-19. These Rules related to the access to and use of the Community's common areas, amenities, facilities, equipment, etc. (collectively, "Common Areas") have been developed with the health of employees, vendors, residents, and guests in mind and in accordance with state/local orders and guidance from public health authorities.

Community vendors, residents, and guests **MUST**:

1. Follow health and safety guidance from state/local government and public health authorities (additional resources can be found online at: World Health Organization – www.who.int/en; Centers for Disease Control and Prevention – www.coronavirus.gov; the State and County health department websites applicable to the Community).
2. Comply with all posted signs and published rules relating to any and/or all Common Areas.
3. Maintain safe physical distancing (at least 6 feet from others, except members of the same household). If such distancing is not feasible, other measures such as face covering, hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced. Avoid group gatherings.
4. Self-screen before utilizing any amenity or entering any enclosed common area for any of the following new or worsening signs or symptoms of possible COVID-19: cough, shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain, headaches, sore throat, loss of taste or smell, diarrhea, feeling feverish or measured temperature greater than or equal to 100 degrees Fahrenheit, or known close contact with a person who is lab-confirmed to have COVID-19.
5. Utilize the Community's reservation system (if applicable) and respect any time limits that apply for usage.
6. Wash or disinfect hands upon entry into any Common Areas and after using any Common Areas or interacting with other individuals not within the same household.
7. Be prepared to clean equipment, furniture or high-touch surfaces that are shared before and after use.
8. Leave any outdoor furniture where it is; do not move furniture.
9. Wear a face cloth covering (over nose and mouth) when entering, using, and/or being present in any Common Areas.
10. Always assume that anyone could have COVID-19.

The Community's residents' and/or guests' permission for use of the Common Areas is a privilege and license granted by the Community, and not a contractual right except as otherwise provided for in a lease with the Community. Such permission is expressly conditioned upon adherence to the terms of the Lease, the Community's rules (including these Rules) in effect at any given time, and such permission may be revoked by the Community at any time for any lawful reason. In all cases, the strictest terms of either the Lease or the Community's rules (including these Rules) shall control. The Community reserves the right to set the days and hours of use for some or all Common Areas and to change the character of or close any of the Common Areas based upon the needs of the Community and in the Community's sole and absolute discretion, without notice, obligation or recompense of any nature to anyone. The Community may make changes to the Community's rules (including these Rules) for use of any of the Common Areas at any time.

Anyone using any of the Common Areas does so at their sole risk, and expressly agrees to assume all risks of every type, including but not limited to, risks of personal injury or property damage, of whatever nature or severity, related to their use of the Common Areas. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, ANYONE USING THE COMMON AREAS, INCLUDING ANY RESIDENT(S), AGREES TO HOLD THE COMMUNITY HARMLESS AND RELEASE AND WAIVE ANY AND ALL CLAIMS, ALLEGATIONS, ACTIONS, DAMAGES, LOSSES, OR

LIABILITIES OF EVERY TYPE, WHETHER OR NOT FORESEEABLE, THAT THEY MAY HAVE AGAINST THE COMMUNITY THAT ARE IN ANY WAY RELATED TO OR ARISE FROM SUCH USE. This provision shall be enforceable to the fullest extent of the law. The term "Community" shall include the property manager and landlord, and each and every one of each of their respective officers, partners, employees, agents, assigns, subsidiaries, and affiliates.

THE TERMS OF THESE RULES SHALL ALSO APPLY TO RESIDENT(S)' OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE AND THESE RULES, AND RESIDENT(S) INTEND TO AND SHALL INDEMNIFY AND HOLD THE COMMUNITY HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH. The term "Community" shall include the property manager and landlord, and each and every one of each of their respective officers, partners, employees, agents, assigns, subsidiaries, and affiliates.

RESIDENT UNDERSTANDS THAT THE COMMUNITY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, THAT ANY PORTION OF THE COMMUNITY, ITS COMMON AREAS, AND/OR ANY EQUIPMENT PROVIDED IN ANY COMMON AREAS DO NOT CONTAIN COVID-19. THE COMMUNITY DISCLAIMS, EXCLUDES AND DENIES ALL WARRANTIES AND ANY OTHER IMPLIED WARRANTIES AS TO THE PHYSICAL CONDITION AND OPERATION OF THE COMMUNITY, THE COMMON AREAS, AND ANY EQUIPMENT PROVIDED THEREIN. THE FOREGOING RELEASE SPECIFICALLY INCLUDES ANY CLAIMS RELATED TO EXPOSURE TO AND/OR INJURY, ILLNESS, AND/OR DEATH FROM COVID-19.

Every provision of these Rules is intended to be enforced to the maximum extent permitted by law, and only to the maximum extent permitted by law. The Community does not intend for any provision in these Rules 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.

THE COMMUNITY MAKES NO REPRESENTATION OR WARRANTY THAT THE COMMON AREAS ARE FREE OF COVID-19 OR THAT PERSONS USING THE COMMON AREAS ARE NOT INFECTED WITH COVID-19.

Resident Signature Date

Landlord or Landlord's Representative Date