

COVID-19 AMENITY LEASE ADDENDUM

This is an Addendum to the Lease between Plainsboro ("Landlord") and [REDACTED] and occupants (collectively, "Tenant") for the apartment located at [REDACTED] Fox Run Drive, , Plainsboro, NJ 08536 ("Apartment") and is hereby incorporated and made a part of the Lease.

The term "Landlord" as used herein includes the Landlord listed above and Fox Run Plains LLC ("Management Company") (collectively "Landlord"), each of their respective officers, partners, employees, members, agents, servants, principals, owners, subsidiaries, affiliates and successors and assigns.

The term "Amenities" includes, but is not limited to, all parts of the apartment community owned and managed by the Landlord that may be used by the Tenant, occupants, guests, visitors and invitees and includes but is not limited to the pool, fitness center, dog park, tennis courts, Barbeque grilling area, firepit area, package room, party room, patios, and any other amenities not specifically listed, if located at the Property and in the apartment community.

Landlord and Tenant hereby agree as follows:

1. The Landlord and Tenant acknowledge that COVID-19 is a global pandemic and Federal and State declarations of emergency were issued regarding the spread of the coronavirus.

2. The Landlord is allowing the Tenant and occupants to the extent permitted in the Lease and allowed by law to use the Amenities despite the existence of COVID-19. In doing so, Tenant shall comply with terms set forth herein, the Lease, Rules and Regulations, House Rules and all posted signs and use due care for the safety of Tenant, all occupants, and unknown third parties when using the Amenities and the equipment therein. Tenant shall comply with all local, state, federal, orders, regulations, laws, orders and guidelines to prevent the exposure to and spread of COVID-19. To the extent sign in sheets at each Amenity are provided, The Tenant and all occupants shall sign in so as to facilitate potential contact tracing efforts. The Tenant is responsible for the behavior of Tenant, the occupants, guests, visitors and invitees. **Tenant agrees to not allow guests and visitors of Tenant to use the amenities until further notice.**

3. The Landlord's COVID Contact Person is Melissa Sheil and can be contacted via email at msheil@fieldstoneprop.com and by telephone at (609) 647-4561. Any violations of this Addendum, the Lease, Rules and Regulations, House Rules, posted signs, and any violations of any local, state or federal rule, law, ordinance, or regulation should reported to the Landlord's COVID Contact Person. In addition, violation of this Addendum is grounds for eviction.

4. The Tenant agrees and acknowledges that if the Tenant and any occupants have symptoms of COVID-19, have tested positive for COVID-19, or were exposed to someone with COVID-19 within the last 14 days or are or have been otherwise sick are prohibited from using the Amenities. Any person with a fever of 100.4 degrees or above or other signs of COVID-19 illness are not allowed to use the Amenities. The aforesaid individuals should quarantine and seek appropriate medical care to prevent the spread of COVID-19.

5. The Tenant and occupants should practice social distancing and wear a cloth face covering when using all Amenities, when social distancing of 6 feet is not able to be maintained, unless doing so would inhibit the individual's health. Based upon New Jersey COVID-19 Outdoor Pool Standards, a face covering should not be put on children under age two because of the damager of suffocation and a face covering should not be worn in the water due to increased risk of drowning.

6. Sharing of furniture at the pool, including but not limited to lounge chairs, umbrellas, towels and other equipment, except among immediate family members, caretakers, household members or romantic partners, is prohibited.

7. Tenant and Tenant's occupants shall engage in social distancing when using all Amenities especially on the pool deck and surrounding area and water, unless the individual needs assistance in order to swim and except immediate family members, caretakers, household members or romantic partners.

8. Water play equipment, including but not limited to, fins, kickboards, noodles and toys is prohibited.

9. THE TERMS OF THIS ADDENDUM SHALL APPLY TO TENANTS AND THE OCCUPANTS AND TENANT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE, THIS ADDENDUM, HOUSE RULES AND ALL SIGNS AND RULES AND REGULATIONS POSTED. TENANT HEREBY AGREES TO INDEMNIFY AND HOLD THE LANDLORD HARMLESS FROM ALL CLAIMS, ALLEGATIONS, ACTIONS, DAMAGES, ATTORNEY'S FEES, LOSSES AND LIABILITIES OF EVERY TYPE OF SUCH PERSONS.

10. **ASSUMPTION OF RISK:** Tenant acknowledges and agrees that Landlord has not made any verbal or written representations, guaranties, covenants, or warranties, either express or implied, that: (a) the apartment community or its Amenities, entrances, exits, common areas, apartments, or any portion thereof are safe or free from COVID-19; (b) the neighboring community or neighborhood outside of or around the apartment community are safe or free from COVID-19; or (c) any measures adopted or followed to meet any health guidelines or federal, state or local orders will protect Tenant and occupants from COVID-19. Tenant understands that the Landlord is unable to keep the common areas and Amenities of the apartment community completely free from COVID-19 and that there are inherent risks and dangers, known and unknown, foreseeable and unforeseeable, in using the Amenities and the equipment therein. Tenant understands that other tenants, guests, occupants, vendors, contractors, subcontractors or any third parties at the Property and in the apartment community could or may fail to follow basic acceptable standards of safety and hygiene that could expose Tenant, occupants, invitees, guests and visitors to COVID-19 and spread COVID-19. Such dangers include but are not limited to exposure to COVID-19, contracting COVID-19 and any injury, illness or death and medical expenses related thereto, loss or damage to person or property.

All persons using the Amenities and the equipment therein do so at their own risk and Tenant, Tenant's children, guests, occupants, visitors and invitees expressly assume all such risks of every type, including but not limited to risk of death, personal injury, or property damage and responsibility for any damages, liabilities, losses or expenses to person or property which Tenant, occupants, visitors and invitees may incur in connection with use of the Amenities and the equipment therein. Tenant understands that it is Tenant's sole responsibility to obtain proper and adequate insurance to protect Tenant against loss or damage to person or property. The Landlord, each of its respective officers, partners, employees, members, principals, agents, servants, successors, assigns, owners, subsidiaries and affiliates assume no responsibility for any death, accident or injury incurred by any party or person in connection with the use of the Amenities or the equipment therein or for any loss or damage to personal property. The Landlord has not stated or implied in any way that the Landlord will provide or be responsible in any way for the security or safety of Tenant and/or all occupants, or that of the Tenant's property. The Tenant is responsible for the actions of Tenant's guests, invitees, children and occupants and the Tenant, the Tenant's guests, invitees, children and occupants expressly assume and accept any and all risks associated with the use of the Amenities and the equipment therein, including, but not limited to injury or death. **Tenant and Tenant's occupants agree to not allow guests and invitees of Tenant to use amenities until further notice.**

11. **WAIVER, RELEASE, DISCHARGE AND INDEMNITY:** In consideration of being allowed to use the Amenities and the equipment therein, Tenant hereby waives and releases and forever discharges the Landlord, each of its respective officers, partners, employees, members, agents, servants, successors and assigns, owners, subsidiaries and affiliates ("Releasees") from any and all claims, responsibilities or liability for injuries or damages resulting from the Tenant's or the Tenant's children's or any occupant's, guests' invitees and visitors' use of the Amenities and the equipment therein, the Tenant's or the Tenant's children or any occupant's participation in any activities or Tenant's use, the Tenant's children or any occupant's use of any equipment in the Amenities. Tenant hereby agrees to and shall indemnify and hold harmless Releasees from any cause of action for property damage, personal injury and/or death of/to Tenant and/or Tenant's child(ren), and/or occupant and/or any other third parties, and for defense costs caused in whole or in part by Tenant's negligence, the negligence of the Tenant's children, occupants or any agent of the Tenant. Tenant represents that the foregoing waiver and release is made freely and voluntarily by the Tenant, and Tenant has not been forced or coerced in any way to sign this waiver and release.

12. Landlord and Tenant agree, acknowledge and consent that this Lease Addendum may be signed electronically by either or both parties and may be signed in counterparts (can be signed separately and on different pages). A party must provide written notice to the other party if one party does not agree, acknowledge and consent to electronically sign this Lease Addendum.

13. In the event there is a conflict between this Addendum and the Lease, the terms of this Addendum shall govern.

BY:

Landlord Date:

Tenant Date:

Tenant Date:

Tenant Date: