



### **COVID-19 ADDENDUM**

THIS COVID-19 ADDENDUM (“COVID-19 Addendum”) supplements and amends the terms and conditions of the Agreement by and between Muhlenberg College (the “College”) and \_\_\_\_\_ (Tenant) (the “Agreement”) dated \_\_\_\_\_. In the event that any of the provisions of this COVID-19 Addendum conflict with the terms of the Agreement, the provisions of this COVID-19 Addendum shall control and be binding upon the parties.

1. College’s COVID-19 Policy: The Tenant shall comply with all applicable provisions of the College’s COVID-19 Policy and all related guidelines and directives issued by the College in connection with the COVID-19 Policy and/or the use of the College’s facilities, resources and services under the Agreement.

At the discretion of the College, such requirements shall include, but not be limited to, the following:

- a. social distancing requirements;
- b. the mandatory use of face masks/coverings;
- c. limitations on group sizes;
- d. pre-event/conference symptom monitoring and testing; and
- e. cooperation with contact tracing efforts.

2. COVID-19 Related Force Majeure: Notwithstanding any provision to the contrary in the Agreement, in the event that any COVID-19 related federal, state or local directive, order or mandate prevents or materially impairs the College’s ability to provide the facilities, resources and/or services licensed hereunder, the College may, terminate this Agreement by providing written notice. In addition, even in the absence of a COVID-19 related federal, state or local directive, order or mandate prevents or materially impairs the College’s ability to provide the facilities, resources and/or services licensed hereunder, the College reserves the right to terminate this Agreement by providing written notice to Tenant in the sole discretion of the College, it is necessary to close or restrict access to some or all of the College’s facilities due to COVID-19 related concerns. In the event of a termination due to a COVID-19 related federal, state or local directive, order or mandate, Tenant shall not be entitled to a return of any deposit. In the event of a termination due to the College’s COVID-19 related concerns, the Tenant shall be entitled to a return of the deposit.

3. Assumption of Risk/Release and Waiver of Liability: Tenant shall provide the College prior to the date of move-in an executed Acknowledgement, Waiver and Release as follows:

I, \_\_\_\_\_, hereby recognize, acknowledge, and agree, that my presence on Muhlenberg College’s campus and/or facilities may place me at a greater risk of contracting COVID-19. With full awareness and appreciation of the risks involved, I voluntarily agree to assume such risks and I accept sole responsibility for any injury, illness (including personal injury, disability and death), damage, loss, claim, liability or expense, of any kind, that I may incur in connection with my presence on Muhlenberg College’s campus and/or facilities. Moreover, as consideration for the use of Muhlenberg College’s campus and/or facilities, I hereby forever release, waive, discharge, and covenant not to sue Muhlenberg College and/or its board members, officers, agents, servants, independent contractors, affiliates, employees,

successors, and assigns (collectively the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, injury or illness (including personal injury, disability and death) that may be sustained by me related to COVID-19 whether caused by the negligence of any of the Released Parties, any third-party, or otherwise. This Waiver and Release shall be construed exclusively in accordance with the laws of the Commonwealth of Pennsylvania, without regard to the principles of conflicts of laws therein. If any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Tenant: \_\_\_\_\_

Date: \_\_\_\_\_