

**HERON ISLES COMMUNITY DEVELOPMENT DISTRICT
ADDENDUM TO AMENITY RENTAL AGREEMENT – COVID-19**

Please read carefully. This Addendum (“Addendum”) modifies the terms of the Amenity Rental Agreement (“Agreement”), including but not limited to imposing capacity maximums, imposing additional cleaning obligations, allowing the District to cancel the event at any time, and setting forth indemnification, release, and waiver obligations, for the event on the date listed below (“Rental Event”).

Name of Applicant: _____

Home Address: _____ **Email:** _____

Phone #: _____ **Rental Area:** _____

Date of Rental Event: _____ **Type of Event:** _____

Number of Guests expected to attend the event: _____

1. **Maximum Capacity.** The maximum capacity for the event shall be 50 people. Any number of guests that would exceed the maximum capacity required approval from the Heron Isles CDD prior to the event. Notwithstanding such maximum capacities, the Applicant is responsible for ensuring all guests are able to observe appropriate social distancing or wear masks if social distancing is not possible.
2. **Social Distancing.** The Applicant acknowledges that the District is not responsible for ensuring that social distancing or other health precautions are observed during the Rental Event. The Applicant is solely responsible for encouraging guests to maintain appropriate social distancing and to wear masks if social distancing is not possible, as well as for ensuring that guests comply with any federal, state, and local requirements.
3. **Guest Screening.** Before allowing any individual attending the Rental Event as a guest of the Applicant, to access the Rental Area for purposes of participation in the event hosted under the Agreement, the Applicant expressly acknowledges and agrees that Applicant is required ask each individual the screening questions below.

Applicant further acknowledges and agrees that if the answer to any of the questions below is “yes,” Applicant shall be required to prevent that individual from attending the Rental Event or otherwise accessing the Rental Area:

- a. Do you have or have you had in the past 48 hours a cough, shortness of breath, fever (100.4+), chills, repeated shaking with chills, muscle pain, headache, sore throat, new loss/change in taste/smell or diarrhea? Yes ___ No ___
- b. Have you been in close contact (within 6 feet for at least 15 minutes) with anyone with the above symptoms? Yes ___ No ___ If Yes, Date: _____
- c. Have you been exposed to anyone who tested positive for COVID-19 in the past 14 days? Yes ___ No ___
- d. Have you tested positive for or otherwise been exposed to anyone who is currently waiting for COVID-19 test results? Yes ___ No ___
If yes, date of testing: _____ Has time period of 14 days passed? Yes ___ No ___
- e. Have you traveled internationally or been on a cruise during the past 14 days? Yes ___ No ___
- f. Have you traveled to an out-of-state hotspot or to an in-state hotspot during the past 14 days? Yes ___ No ___ If Yes, Date: _____

- 4. Cleaning and Sanitizing.** Though the District's Amenity Facilities are being cleaned and sanitized on a routine basis, the Applicant is responsible for cleaning and sanitizing the areas used before and after the Rental Event. [Cleaning supplies will not be provided and completion of cleaning protocols will be verified by staff.] Failure to clean the Rental Area will result in a forfeiture of the event deposit.
- 5. Cancellation.** The Applicant acknowledges that the District may cancel any scheduled event immediately for any reason or no reason, including but not limited to a reported positive case of COVID-19 at the Amenity Facilities, an increase in COVID-19 cases in the community at large, or governmental orders or policies making it impractical, infeasible, or inadvisable to allow group activities or events at the District's Amenity Facilities. District staff shall notify the Applicant as soon as practicable of any cancellation. Applicant expressly acknowledges and agrees that in the event of any such cancellation, the District shall not be responsible for any costs incurred by the Applicant or otherwise resulting from or related to cancellation of the Rental Event. Notwithstanding the foregoing, any rental or deposit fees paid to the District by the Applicant shall be returned to the Applicant if the District cancels the Rental Event.
- 6. Indemnification, Release, and Waiver.** The Applicant acknowledges that although the District has taken reasonable steps to protect users of its Amenity Facilities from exposure to COVID-19, including the requirement to adhere to the protocols set forth in this Addendum, there may nevertheless be a risk of exposure to COVID-19 for the Applicant and his/her attendees. The Applicant assumes any such risk that may arise therefrom on behalf of itself and its attendees, to the fullest extent permitted by law. Applicant agrees that its indemnification, defense, and hold harmless obligations under the Agreement apply fully and without limitation to any and all claims, demands, losses, damages, liabilities, and expenses, and all suits, actions, and judicial decrees (including without limitation, costs and reasonable attorney's fees for the District's legal counsel of choice, whether at trial or on appeal), arising from any negative health effects suffered by the Applicant or any other individual present at the Rental Event related to COVID-19 in connection with the use of the District's Amenity Facilities under the Agreement and this Addendum. Applicant further agrees to release the District and its Supervisors, officers, directors, consultants, and staff from and against any and all claims, demands, actions, complaints, suits or other forms of liability that any of them may sustain arising out of or in connection with (a) Applicant's hosting of the Rental Event and use of the District's Amenity Facilities, (b) a failure to comply with the measures imposed by District, (c) a failure to comply with local, state, and federal laws and policies, procedures, and the District amenity rules; and (d) any damage, injury, illness or death related to Applicant's use of the District's Amenity Facilities. This is in addition to, and not in lieu of, the indemnification and release obligations set forth in the Agreement.

By signing below, I acknowledge that I have read, understand, and agree to comply with the requirements of the Agreement and this Addendum, and that I am 18 years of age or older.

Signature: _____

Print Name: _____ Date: _____