

**ADDENDUM
TO AMENITY RENTAL AGREEMENT**

THIS ADDENDUM (the “**Addendum**”) to the *Amenity Rental Agreement*, dated _____, 2020 (the “**Agreement**”) is made and entered into this ___ day of _____, 2020, by and between:

Heritage Landing Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in St. Johns County, Florida, and whose address is 370 Heritage Landing Parkway, St. Augustine, FL 32092; and

_____, the applicant named on the Agreement, an individual, _____ whose _____ address _____ is _____ (“**Renter**”);

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, Florida Statutes; and

WHEREAS, the District owns and maintains as public improvements various recreational facilities (“**Facilities**”); and

WHEREAS, the Applicant has submitted an Agreement for rental of the District’s Facilities for a private event; and

WHEREAS, due to the COVID-19 public health emergency, the District has implemented certain additional procedures to ensure that its Facilities and activities taking place therein are operated safely and in accordance with federal, state, and local laws, regulations, and guidelines; and

WHEREAS, the Parties wish to specify certain additional measures the Renter must implement in order to use the District’s Facilities under the Agreement.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District and the Renter hereby agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Addendum.

2. **REQUIREMENTS RELATED TO COVID-19.** Effective immediately and for the duration of the COVID-19 public health emergency, the Renter must implement the following measures:

- a. The Renter is responsible for enforcing social distancing among its guests, consistent with all federal, state, local, and industry requirements, guidelines, and best practices. This includes, but is not necessarily limited to:
 - i. Ensuring that no more than fifty (50) participants are present at the event, or such lesser number necessary to allow proper social distancing; and
 - ii. Ensuring that all participants remain at least six (6) feet apart.

- b. All individuals attending the event must submit a waiver in substantially the form attached hereto as **Exhibit A** before accessing the District's Facilities.
- c. Before allowing any individual to access the District's Facilities or participate in the event hosted under the Agreement, the Renter must ask the following screening questions, and if the answer to any is "yes," prevent that individual from accessing the Facilities:
 - i. 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?
 - ii. Have you been in close contact (within 6 ft for at least 5 minutes) with anyone with the above symptoms?
 - iii. Have you been exposed to anyone who tested positive for COVID-19 in the past 14 days?
 - iv. Have you been exposed to anyone who is currently waiting for COVID-19 test results?
 - v. Have you traveled internationally or been on a cruise during the past 14 days?
 - vi. Have you traveled to an out-of-state hotspot or to an in-state hotspot (Miami-Dade, Broward or Palm Beach counties) during the past 14 days?
- d. In the event that any individual who attended the event at the District's Facilities tests positive for COVID-19, the Renter shall immediately notify the District.
- e. In addition to any applicable rental fees, the Renter must reimburse the District for the cost of cleaning the Facilities after the rental event. This cost shall be \$_____, due to the District no later than 48 hours prior to the event date.

3. **CANCELLATION.** The Renter 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 Facilities, an increase in COVID-19 cases in the community at large, failure to follow the requirements in this Addendum, or governmental orders or policies making it impractical, infeasible, or inadvisable to allow group activities or events at the District's Facilities.

4. **INDEMNIFICATION.** The Renter acknowledges and agrees that its indemnification obligations under the Agreement apply fully 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 related to COVID-19 in connection with the use of the District's Facilities under the Agreement and this Addendum.

5. **AUTHORITY.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Addendum, and that the respective parties have complied with all requirements of law and have full power and authority to comply with the terms and provisions of this Addendum.

6. **CONFLICTS.** The Agreement remains in full force and effect, except to the extent expressly amended pursuant to this Addendum.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed to be effective as of the day and year first above written.

WITNESS: _____, _____, _____
Staff Name Position Dated

HOMEOWNER-“RENTER”

**HERITAGE LANDING COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Exhibit A: Form of Waiver

EXHIBIT A
Form of Waiver

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

I acknowledge that I have freely chosen to participate in a rental event (the "Event") hosted by _____ ("Renter") at the Heritage Landing Community Development District (the "District") amenity facilities (the "Facilities"). I understand that the District and the Renter have taken reasonable precautions to protect staff and participants from exposure to COVID-19 during the Event. Those measures include, but are not limited to, screening of attendees and staff and enforcement of proper requirements for social distancing and sanitization.

I agree that by participating in the Event, I will fully comply with all such measures or face ejection from the Facilities. I further acknowledge that my attendance may result in risk of exposure to COVID-19 in spite of the above measures, and I assume any such risk that may arise therefrom. I accept full responsibility for all medical expenses for any injuries, illness, or exposure I might receive by reason of my attendance and/or participation.

By signing this Acknowledgment and Release, I also hereby release the District, and its respective Supervisors, officers, staff, employees, agents, and assigns ("Released Parties") 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 (a) my participation in the Event, (b) a failure to comply with the measures imposed by the Renter or 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, or illness caused by myself or my child(ren) (together, the "Released Claims").

I also agree to indemnify and hold harmless the Released Parties from the Released Claims, including any and all related costs, attorney fees, liabilities, settlements, and/or judgments. I confirm that I have carefully read this Acknowledgement and Release, fully understand the above conditions, and agree to its terms knowingly and voluntarily. I also confirm that I am the parent or legal guardian of the child(ren) named below or that I am 18 years of age or older.

IN WITNESS WHEREOF, I have signed this Acknowledgement and Release on this _____ day of _____, 2020.

SIGNATURE: _____

NAME: _____

NAMES OF MINOR CHILD(REN): _____
