

COVID-19 WORRY FREE LEASE ADDENDUM

The below named Resident(s) (“Resident”) is a party to a written Lease Agreement (“Lease”) with Webster Hall Apartments Associates (Landlord). This COVID-19 Lease Addendum states the following additional terms and conditions which are hereby incorporated into this Lease.

Landlord acknowledges that the health and economic impact of the current COVID-19 pandemic may have a significant impact on the tenancy of students, employees, faculty and staff of local colleges and universities that have experienced closures due to current federal and state declared emergencies and the related restrictive governmental laws and regulations.

In recognition of the foregoing, and in consideration of the execution of the Lease, the parties agree as follows:

1. Resident may elect to terminate the Lease prior to the Commencement Date on the following terms and conditions:
 - a. Resident is currently (i) enrolled as a full-time student at a college or university located within 20 miles of the Property, or (ii) is employed as faculty or staff at a university or college located within 20 miles of the Property; and
 - b. The applicable college or university has, at least 7 calendar days prior to the Commencement Date, issued a written determination that classes or operations on the campus for the Fall, 2021 academic year will be cancelled due to the COVID-19 pandemic, the related federal or state declared emergencies, or the related governmental laws or regulations.
2. If the above conditions are satisfied, Resident may elect to terminate the Lease by providing written notice of termination to Landlord not more than 7 calendar days following the written determination of said college or university stating Fall 2021 will not commence, which notice shall confirm that Resident satisfies the conditions provided above, and shall also attach documentation confirming student or employment status as of the date such notice and the name of the college or university. Such notice must be signed by all Residents named in the Lease and confirm the termination by all Residents.
3. So long as Resident complies with the foregoing terms, including providing timely notice of termination, the Lease shall be deemed null and void and of no legal effect and all parties shall be relieved of further liability pursuant to this Lease. The parties agree that no early termination fee shall apply in the event the Resident terminates the Lease in accordance with this Addendum and all deposits and other amounts paid shall be refunded to Resident.
4. The Addendum shall be strictly construed and Resident must comply with all terms and conditions thereof in a timely manner in order to exercise this early termination option. In the event Resident fails to comply with these terms, the Lease shall remain in full force and effect.

Acknowledged, agreed and accepted.

RESIDENT: _____

Date: _____

Print Name: _____

RESIDENT: _____

Date: _____

Print Name: _____