

MUTUAL RELEASE AGREEMENT (COVID-19)

This is a Hold Harmless and Release Agreement (hereinafter, the "Agreement") by and between **Insert Name of Community and Middlesex Management** with offices located at 90 Woodbridge Center Drive, Suite 600, Woodbridge, New Jersey 07095 (hereinafter, the "Owner") and **Insert Name of Tenant** (hereinafter, the "Prospective Tenant") (hereinafter, Owner & Tenant collectively the, "Parties")

WHEREAS, Owner is the owner of residential property located at _____ (hereinafter, the "Property");

WHEREAS, Tenant is a resident of the Property and requires emergency maintenance in their apartment; and

NOW THEREFORE, in consideration of the above premises and of the mutual covenants and agreements contained herein, the Parties, intending to be legally bound, hereby agree as follows:

1. The above recitals are hereby incorporated by reference and are part and parcel of this Agreement.

2. Owner and Tenant acknowledge the existence of the COVID-19 virus, the dangers of the virus, and the potential exposure to the virus that could occur as a result of a maintenance staff member coming into their apartment.

3. Owner and Tenant represent as for each of them that Owner and Tenant, each member of their respective households and immediate family and, if applicable, to the best of their knowledge, have not tested positive or shown signs of COVID-19, have not been in contact with any person in the past 14 days who has tested positive for COVID-19 or is waiting for results of a test for COVID-19, and have not within the last 14 days arrived from or been in contact with someone who has travelled abroad. Owner and Tenant agree to immediately notify in writing the other party if there is any change in this representation at any time up to 14 days after the maintenance is performed in Tenant's apartment.

4. Owner and Tenant agree that each of them will hold harmless, release and indemnify the other party and their employees, agents and representatives for any exposure to or lawsuit or other claim by anyone as a result of the COVID-19 virus causing injury, illness or other damages arising from the maintenance being performed.

5. All Parties who execute this Agreement are bound by same and anyone who succeeds to the rights and responsibilities of the Parties are also bound. This Agreement is made for the benefit of the Parties herein and all those who succeed to the rights and responsibilities of those Parties. By execution of this Agreement, the Parties hereto represent that they understand and agree to the terms of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives this _____ day of _____, 2020.

For: Name of Community/Owner

For: Name of Tenant

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____