

## **FLEETWOOD PARK CORP.**

Dear Shareholder:

We, at Fleetwood Park Corp. understand that you, the Shareholder want to either start or continue with your alteration at your apartment (the Apartment”). We are dedicated to having, at Fleetwood Park Corp, as safe a work environment as reasonably possible, both for your benefit (we refer to you here as the Shareholder, and include all those who live at your house) as well as that of your neighbors and our employees and workers. However, it appears that the Covid-19 Pandemic is far from over and there is still a significant risk of illness or death from Covid-19. Please read and sign this letter, which incorporates our mutual responsibilities to achieve the goal of keeping you, your neighbors, and our employees safe. You also must have your contractor sign both the enclosed amendment to the Alteration Agreement as well as this letter. By signing this letter you are giving up a legal right to bring a legal claim against Fleetwood Park Corp including the right to recover damages in case of illness, injury or death resulting from Covid-19 and this document is a promise not to sue Fleetwood Park Corp, or its agents, employees, officers or directors (referred to collectively as “Fleetwood Park Corp”) and is also a release of and indemnification of Fleetwood Park Corp as to all claims arising out of the work at your Apartment and the Covid-19.

Your Contractor agrees that it will follow and comply with the Guidance for Construction Activities as promulgated by the New York State Economic Development Corporation (EDC) and the New York State Department of Health, including, among other things, providing employees, at no cost, with acceptable face covering that must be used when in direct contact with customers or members of the public during the course of the Work; urging that its employees maintain safe social distancing measures to the extent possible of at least 6 feet; requiring other personal protective equipment (PPE) where a higher degree of protection is required; modifying and restricting work stations and employee seating areas to keep workers 6 feet apart; requiring and providing proper cleaning and disinfecting work areas and equipment between uses; preventing employees congregating; following hand hygiene and cleaning guidelines; reporting symptoms of or exposure to Covid-19; maintaining records of suppliers and visitors to Fleetwood Park Corp for tracing purposes, among other safety measures, in accordance with the EDC, State and other Guidance and promulgations.

You, as the Shareholder agree that you and your family and visitors to the Apartment, if any, will make every reasonable effort to maintain social distance of at least 10 feet from any worker at the Apartment, and where possible, will remain in a different part of the Apartment or outside the Apartment while the Work is being undertaken. You also acknowledge that you will cooperate in limiting the in-person presence at the Apartment during all times when Work is being performed at the Apartment and will attempt to prohibit all non-essential visitors to the Apartment and will also assist in maintaining hand hygiene stations in the Apartment to facilitate hand washing, with soap, running hot or warm water, paper towels and disposal cans and will increase ventilation wherever possible.

If the Shareholder or any guest or visitor present at the Apartment has Covid-19 symptoms or is taken ill or tests positive for Covid-19, the Shareholder will immediately report it to Fleetwood Park Corp and the Contractor and immediate tracing methods will be instituted by the Shareholder and reported to the Contractor and the Fleetwood Park Corp management. All areas used or visited by the ill person, such as bathrooms; common areas, kitchen, etc., will be cleaned and disinfected. Any worker who came in contact with a sick person or person who tested positive for Covid-19 or has Covid-19 symptoms shall, in accordance with CDC guidelines and state requirements, be tested and removed from the Apartment and quarantined for a minimum of 14 days.

The Contractor and Shareholder, and each of them, represent to the other and to Fleetwood Park Corp that they have fully educated themselves about the Covid-19 Pandemic and the Shareholder and Contractor waive, release and discharge Fleetwood and hold Fleetwood Park Corp harmless from and against any and all claims, losses, suits, judgments and damages, including reasonable attorney’s fees arising from the Covid-19 Pandemic and agree that the Shareholder and the Contractor assume any and all reasonably foreseeable risks associated with the Work without

limitation or exception of any kind (excluding the negligence of Fleetwood Park Corp) arising from or in any way connected with the Covid-19 Pandemic.

This Agreement shall bind and inure to the benefit of Fleetwood Park Corp and its respective administrators, successors and assigns and shall be interpreted in accordance with the laws of the State of New York. Except as provided herein, all rights and remedies of Fleetwood Park Corp. are expressly reserved.

CONTRACTOR

SHAREHOLDER

\_\_\_\_\_  
By:  
Title:

\_\_\_\_\_

FLEETWOOD PARK CORP:

\_\_\_\_\_  
By:  
Title:

Dated: \_\_\_\_\_, 2020