

ADDENDUM TO LICENSE AGREEMENT FOR STAFF HOUSING: COVID-19

DV: Deer Valley Resort Company, LLC

Employee(s): _____

Premises: _____

This ADDENDUM TO LICENSE AGREEMENT FOR STAFF HOUSING: COVID-19 is incorporated into and made part of the LICENSE AGREEMENT FOR STAFF HOUSING (the "License") executed by DV and the Employee(s) for the Premises. Defined terms not defined herein have meanings given in the License.

1. Employee(s) listed above and/or signing below acknowledge and agree that each of them is licensing the Premises during a period when the COVID-19 pandemic is active in some fashion. In doing so, Employee(s) understand and agree that that each of them is assuming certain risks with respect to COVID-19:

An inherent risk of exposure to COVID-19 exists in any multi-family or multi person residential housing project. COVID-19 is an extremely contagious disease that can lead to severe illness and death, especially for senior citizens and individuals with underlying medical conditions. By residing in a unit at the Property, whether as a DV employee or otherwise, you voluntarily and irrevocably assume all risks arising from or related to exposure to COVID-19 while at the Property and using the Premises.

2. These risks may be necessarily and unavoidably heightened in shared housing, where there may be up to six (6) or more occupants of the Premises, and where such occupants are not part of a family unit and in most cases may not be known to one another prior to occupying the Premises.
3. During the term of the License, use of the Premises may be subject to various governmental laws, regulations, orders, decrees, protocols, and similar items concerning steps that must be taken in the effort to decrease the spread of COVID-19 (collectively, as of any point in time, the "COVID Protocols"). A copy of certain of the basic requirements for the public in effect as of the commencement of the License will be provided to each Employee at or about the time of move in.
4. By signing below, each Employee represents and warrants to DV and its affiliates, including but not limited to Alterra Mountain Company U.S., Inc., that he/she/they will strictly comply at all times, whether at the Property or elsewhere, with the COVID Protocols, as they may change from time to time, as well as all DV protocols. Failure to so comply will constitute grounds for termination of the License and removal from the Premises as provided under applicable law.
5. All Employees must report to DV and the local Public Health Authority if he/she/they test positive for COVID-19 within 24 hours of receiving the test results. While DV may elect to take certain measures to assist an Employee who has tested positive, DV shall not be obligated to take any such measures and the Employee who has tested positive shall be solely responsible for following all COVID Protocols applicable following a positive test. Employee(s) understand and agree that it in most cases will not be possible to relocate an Employee that tests positive due to the nature of the housing at the Property and the possible impact on other Employees, among other things, and Employee(s) fully understand and accept this situation without reservation as a condition to being allowed to license the Premises.

6. Employee(s) further understand and agree that DV shall be under no obligation whatsoever to abate, reduce or defer payment of the Use Fee or other amounts, provide isolation or special requests, or allow or forgive non-compliance with any rules or regulations governing the Property, including the COVID-19 Protocols, regardless of the cause, on account of COVID-19 or the COVID-19 Protocols, except ONLY to the extent required under applicable law.
7. Employee(s) agree that under no circumstances shall DV or any of their affiliates have any liability whatsoever on account of any Employees or other persons at the Property for any purpose testing positive for COVID-19 or any and all other aspects of being exposed to COVID-19 while at the Property.
8. **Employee(s) is strongly encouraged to obtain and maintain personal health insurance at all times during the term of the License.**
9. Employee(s) understand and agree that failure to comply with the provisions of this Addendum shall be grounds for immediate termination of the License and removal from the Premises in accordance with Utah law.

Employee's Signature: _____ Print Name: _____ Date: _____

DV Signature: _____ Print Name: _____ Date: _____