



# LEHIGH UNIVERSITY

## **COVID-19 ADDENDUM TO GENERAL PROVISIONS FOR OCCUPANCY for 2020-2021 Graduate Student and Non-Traditional Housing Lehigh University, Bethlehem, Pennsylvania**

This COVID-19 Addendum (this “Addendum”) is an essential part of the General Provisions for Occupancy for Graduate Student and Non-Traditional Housing to which it is attached (the “GPO”). The GPO is incorporated by reference into the Housing Contract (the “Contract”). The Contract and the GPO are referred to collectively as the “Housing Agreement”.

1. Definitions. Capitalized terms used and not defined in this Addendum have the respective meanings assigned to them in the Housing Agreement.

2. Conflicts and Inconsistencies with Housing Agreement. In the event of a conflict or inconsistency between this Addendum and the Housing Agreement, the terms and conditions set forth in this Addendum shall govern and control.

3. Compliance with COVID-19 Requirements. Occupant agrees to abide by (a) all requirements and best practices related to preventing the transmission of COVID-19 as may be published from time to time by governmental authorities having jurisdiction, including but not limited to the U.S. Centers for Disease Control and Prevention and state and local health authorities; and (b) all University policies, rules, conditions, regulations and procedures related to or arising out of COVID-19, as modified, amended or supplemented from time to time (“COVID-19 Requirements”).

4. Closure of Communal Amenities.

(a) University shall have the right to close and otherwise restrict access to certain common spaces and other communal amenities typically provided in connection with Graduate Student and Non-Traditional Housing, in whole or in part, including, but not limited to, fitness rooms, community lounges, basketball courts and computer rooms (“Communal Amenities”), in the event that University, in its sole and absolute discretion, determines that doing so is in the best interests of the health and safety of its students, the University community and/or the public, including, without limitation, for the purpose of

complying with any (i) law, regulation or order established by a national, state or local governmental authority or (ii) other COVID-19 Requirement.

(b) University shall not be liable to Occupant for any direct, indirect, consequential, incidental, punitive or other liabilities, losses, costs or other damages arising out of or related to the closure of Communal Amenities under this Addendum, and Occupant waives the right to make any claim for the foregoing.

5. Guests. Notwithstanding anything to the contrary set forth in the GPO, Occupant shall comply with all COVID-19 Requirements related to guests and other visitors in Graduate Student and Non-Traditional Housing.

6. Force Majeure. In addition to the force majeure provision set forth in the Housing Agreement, the University shall not be liable or financially responsible (i.e., will not issue refunds) for any delay or failure to perform its duties under the Housing Agreement or this Addendum by reason of (a) government order, law, or action, including, without limitation, work stoppage, business closure or similar orders related to any pandemic or epidemic, including COVID-19; or (b) pandemic, epidemic, illness or disease, including COVID-19. University's reliance on the force majeure provisions set forth in the Housing Agreement and this Addendum shall not be adversely impacted or otherwise prejudiced by the fact that such force majeure event is currently occurring or is otherwise foreseeable in any manner.