

Date:

Re: Patient Vaccines/Check-Ups in the parking lot

This letter is written in response to your request that (practice name) (state) a professional organization (“**Tenant**”) be permitted to set up tents to conduct check-ups on Tenant’s existing patients (the “**Vaccines/Check-Ups**”) in the parking spaces at the Property (as hereinafter defined) assigned for Tenant’s exclusive use (the “**Vaccines/Check-Up Areas**”) under that certain Lease Agreement, dated as of date, by and between (“**Owner**”) and Tenant, as amended by that certain First Amendment of Lease, dated as of date (as amended, the “**Lease**”), pursuant to which Tenant leases from Owner certain premises in the building located at (address)(the “**Building**”), which Building is part of certain real property owned by Owner as more particularly described in the Lease (the “**Property**”). Capitalized terms not otherwise defined herein shall have the terms given to such terms in the Lease. This letter agreement (this “**Agreement**”) will confirm the Owner’s agreement with Tenant as follows:

1. **Permission to Use.** The Owner grants Tenant permission to use the Vaccine/ Check-Up Areas and any appurtenant rights of access thereto to conduct the Vaccines/ Check-Ups, in accordance with, and subject to the terms and conditions of, this Agreement, from the Effective Date (as hereinafter defined) until the date that is two (2) weeks after the Effective Date (such period of time, the “**Initial Term**”); provided, that after the expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) week periods, unless either party terminates this Agreement by giving written notice to the other party. The parties agree that Owner may, at any time and for any reason or no reason, revoke, expand, limit, condition and/or revise the scope of the permission granted herein by providing written notice of the same to Tenant.

2. **Clean-Up.** Following use of the Vaccine/Check-Up Areas for the Vaccine/Check-Ups, Tenant will be responsible, at its sole cost and expense, for promptly restoring the Vaccine/Check-Up Areas to the conditions such locations were in prior to Tenant’s use of the same in connection with the Vaccine/Check- Up Areas, and for properly cleaning, sanitizing and/or disposing of any equipment, materials, and

surfaces used in connection with the Vaccine/Check-Ups.

3. **Damage.** Tenant will be responsible, at its sole cost and expense, for any and all damage to the parking lot, or any other portions of the Property, or injury to any person caused or in any way arising out of Tenant's use of the Vaccine/Check-Up Areas, whether such shall be caused by any of Tenant's employees or other agents or by any guest, invitee or other attendee of the Vaccine/Check-Ups. All appropriate repairs will be made promptly by Tenant, at its sole cost and expense.

4. **Compliance with Laws and Leases.**

a. Tenant shall comply with all present and future applicable laws and regulations of all federal, state, municipal and local governments, departments, commissions and boards and any direction of any public officer pursuant to law, and all orders, rules and regulations of any Board of Fire Underwriters or any similar body (all of the foregoing being hereinafter collectively referred to as "**Laws**") having jurisdiction which shall impose any violation, order or duty with respect to the Vaccine/Check-Up Areas or the Vaccine/Check-Ups.

b. Tenant agrees that this Agreement does not constitute a waiver of any restrictions on Tenant in the Lease with respect to Tenant's use or occupancy of the Premises or the Building, and the rules, regulations, and obligations set forth in the Lease shall apply to Tenant's use of the Vaccine/Check-Up Areas for the Vaccine/Check-Ups. This Agreement is subject to, and Tenant accepts the same subject to, all the terms, covenants, provisions, conditions and agreements contained in (i) the Lease, including any amendments and supplements thereto, (ii) the rules and regulations promulgated by Owner in accordance therewith, (iii) any rights of use of the Property by other tenants under such tenants' space leases, and (iv) any lease or restriction to Owner may be subject (including without limitation ground leases, use restrictions in conveyance instruments and/or zoning or certificate of need limitations).

5. **Insurance.** Prior to conducting the Vaccine/Check-Ups, Tenant shall deliver to Owner proof of insurance required to be maintained by Tenant under the Lease, which insurance must cover the Vaccine/Check-Up Areas and the Vaccine/Check-Ups. Such insurance shall name Owner and Manager (as hereinafter defined) as additional insureds. In addition, Tenant shall require its consultants, vendors, contractors and subcontractors for the Vaccine/Check-Ups, if any, to maintain public liability and property damage insurance in amounts and in form and substance adequate to insure against all liability of Tenant, its consultants, vendors, contractors and subcontractors, arising out of the Indemnified Matters (as defined below) and all acts and omissions of the consultants, vendors, contractors and subcontractors at or in connection with the Vaccine/Check-Ups, written with insurance companies licensed to do business in the State of (state) and otherwise acceptable to Owner and with Owner and Manager named as additional insureds ("**Contractor's Insurance**"). Tenant shall deliver proof of any required Contractor's Insurance to Owner prior to commencing the Vaccine/Check-Ups.

6. **Release and Indemnity.** In connection with this Agreement and the permitted activities which are the subject hereof:

a. Tenant hereby releases Owner, ("**Manager**") and each of their respective general and limited partners, members, stockholders, affiliates,

subsidiaries, tenants, agents, employees, successors and assigns (collectively, the "**Released Parties**"), from any liability for damage or injury sustained by Tenant or any employees, agents, guests and other invitees of Tenant (or to Tenant's or any employees', agents', guests' or invitees' property, including automobiles) in or about the Vaccine/Check-Up Areas or the Property generally, whether or not the activity or use giving rise to such damage or injury is permitted under this Agreement. Specifically, the Vaccine/Check-Up Areas and the Property are used by Tenant and its employees, agents, guests or other invitees at their own risk.

b. Tenant covenants and agrees, at its sole cost and expense, to unconditionally and absolutely indemnify, protect and save the Released Parties harmless of, from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses (including, without limitation, attorneys' and experts' fees and disbursements) of any kind or of any nature whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against the Released Parties arising from or out of or in any way attributable, in whole or in part, to the acts or omissions of Tenant, its employees, agents, invitees, consultants, contractors, subcontractors or guests at or in connection with the Vaccine/Check-Up Areas or in any way connected with the Check-Ups (the "**Indemnified Matters**"). The aforesaid indemnification shall include, but not be limited to, injuries (and loss of life), illness, or damages to the Released Parties' personnel, fixtures and equipment, and damages to the Property or any part thereof. Owner's consent to the Check-Ups in no way releases Tenant from Tenant's obligations under the Lease, is not a waiver of any rights of Owner under the Lease nor does it modify or amend the provisions of the Lease in any way. The obligations of Tenant set forth herein with respect to the Indemnified Matters are in addition to, and not in limitation of, Tenant's liability and indemnification of Owner under the Lease. The Released Parties shall be entitled to all rights and remedies thereunder and at law due to a breach of any provision of this Agreement.

7. **Vaccine/The Check-Ups.** The Check-Ups shall be conducted in the Vaccine/Check-Up Areas between the hours of a.m. and p.m. Eastern Time, and not on any other part of the Building or the Property. Tenant shall ensure that the Vaccine/Check-Ups shall not disturb the quiet enjoyment of other tenants or occupants of the Building, which shall include, without limitation, ensuring that there is no unreasonable backup of cars in the parking areas resulting from the Vaccine/Check-Ups. Tenant shall reimburse Owner for any and all of Owner's out-of-pocket costs associated with the Vaccine/Check-Ups, including, but not limited to expenses for security, cleaning or after-hours maintenance/engineering personnel. Any temporary signs placed at the Vaccine/Check-Up Areas by Tenant must be approved in writing in advance by Owner.

8. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. Each counterpart may be delivered by electronic transmission. The failure of any party to execute this agreement shall not affect the validity and effectiveness of this agreement as it relates to each party which has executed this agreement.

9. **Notices.** All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be given as specified in the Lease.

10. **Headings for Convenience Only.** The headings of the paragraphs hereof are

inserted for convenience of reference only and shall in no way alter, modify, or define, or be used in construing the text of such paragraphs.

11. **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable legal requirements. If any provision of any of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be held to be invalid or unenforceable, then neither the remainder of this Agreement nor the application of such provision to other persons or circumstances nor the other instruments referred to herein shall be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

12. **Governing Law; Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of (state) . Service of process may be made upon Tenant by mailing a copy of the summons and any complaint to Tenant, by certified or registered mail, return receipt requested, at the address to be used for the giving of notice to Tenant under the Lease.

13. **Entire Agreement; Amendments in Writing.** This Agreement embodies the final, entire agreement among the parties hereto and supersedes any and all prior commitments, agreements, representations, and understandings, whether written or oral, relating to the subject matter hereof and thereof and may not be contradicted or varied by evidence of prior, contemporaneous, or subsequent oral agreements or discussion of the parties hereto. There are no oral agreements among the parties hereto. The provisions of this Agreement may be amended or waived only by an instrument in writing signed by the Tenant and Owner.

If you have any questions or need to coordinate any of your intended activities on-site, please feel free to contact Manager at . We would be grateful if you would sign and return to us a copy of this Agreement to confirm your acceptance of this Agreement and the terms and conditions of the permission that this Agreement extends.

Sincerely,