



# CORONAVIRUS LEASE/RENTAL PROPERTY ENTRY ADVISORY AND DECLARATION

(C.A.R. Form PEAD-LR, 04/30/20)

**(A new declaration should be obtained from each visitor, each time they enter the premises)  
(May be used for more than one premises visited on the date this form is signed, provided a copy is delivered to each Listing Broker/Property Manager.)**

**Rental Property Addresses** 416 Raymond Avenue, San Jose, CA 95128

1. **RISKS OF EXPOSURE:** The Coronavirus (COVID-19) pandemic is a worldwide risk to human health. COVID-19 is highly contagious and has a mortality rate many times greater than the flu. COVID-19 can spread easily and exponentially. While people of all ages are at risk of catching COVID-19, persons with compromised immune systems and older persons may be at particular risk.
2. **"STAY HOME ORDERS":** In order to reduce the spread of COVID-19, the State of California, as well as many California cities and counties have issued so-called "Safer at Home" or "Shelter in Place" ("Stay Home") Orders, obligating many businesses to close and residents to stay at home with limited exceptions for essential activities.
3. **REAL ESTATE ACTIVITIES AS ESSENTIAL:** Under Federal and State guidelines, real estate activities, which include property management, are considered essential activities. Nevertheless, this designation does not make them free from COVID-19 risks. All persons must still practice "social distancing" and take all steps necessary to protect themselves and others. **Some county and city orders are more restrictive than, and may take precedence over, Federal and State guidelines. You understand that if you engage in any activities in violation of any Stay Home Order, you are acting against the advice of Broker. Brokers and Agents (i) will not violate any Stay Home Orders, notwithstanding any Party's instructions and (ii) will obey all Fair Housing laws while pursuing safe COVID-19 practices.**
4. **PURPOSE OF ENTRY:** The purpose of the entry is for allowing prospective purchasers or tenants to view or inspect the Premises, for making necessary or agreed to repairs to the Premises, for completing a pre-move-in or pre-move-out inspection of the Premises, or for other services in furtherance of a property management agreement.
5. **TENANT/LESSEE OR OCCUPANT REPRESENTATIONS:** If the person Signing below is the Tenant/Lessee or an occupant, Signer is voluntarily allowing someone to enter the Premises. Signer acknowledges being advised to clean and disinfect the Premises after the persons allowed to enter leave the Premises. Special attention should be given to areas that are likely to be touched such as doorknobs, handles, and counter tops.
6. **PROPERTY MANAGER OR OTHER ENTRANT REPRESENTATIONS:** If the person Signing below is a prospective purchaser or tenant, real estate agent, or other person whose services facilitate the completion or fulfillment of a lease/rental agreement or property management service, the Signer is voluntarily entering the Premises. Signer acknowledges that although others have been advised to clean and disinfect the property after each entry, doing so may not be possible, and may not have occurred prior to your entry, due to Stay Home Orders and other circumstances. Signer agrees to take all reasonable and necessary precautions to protect Signer and others from the spread of COVID-19, including, but not limited to, the following:
  - A. Following all Federal, State, and local laws and Stay Home Orders, even though such laws and orders may be changing rapidly.
  - B. Exercising care to protect yourself, and assessing your own risks, by considering your age, underlying health conditions, recent travel, possible exposure to COVID-19, doctor's recommendations, and local, State and Federal recommendations. You agree and understand that it is your responsibility to evaluate the risks and protect yourself.
  - C. Washing your hands with soap and water or using hand sanitizer, and wearing rubber gloves, a protective face mask, and protective shoe coverings. Remember to not touch your eyes, nose, or mouth.
  - D. Practicing social distancing by keeping at least 6 feet between yourself and others. Do not gather in groups, and do not touch surfaces or items on the Premises. If you believe it necessary to touch surfaces or items in the Premises, consider the risks of doing so.
  - E. After viewing the Premises, discard any gloves, masks, or shoe coverings worn during the visit and wash hands with soap and water for at least twenty seconds.
7. **ALL SIGNERS REPRESENTATIONS:**
  - A. You understand that allowing access to or accessing a property for any of the purposes above may be dangerous or unsafe and could expose you or others to COVID-19 and that you are allowing or conducting those activities voluntarily.
  - B. You represent that:
    - (1) To the best of your knowledge, you are not currently afflicted with, and have not knowingly, within the last 14 days, been in contact with someone afflicted with, COVID-19;
    - (2) You are not experiencing a fever, or signs of respiratory illness such as cough, shortness of breath or difficulty breathing, or other COVID-19 symptoms and;
    - (3) You understand that persons may be afflicted with COVID-19 and: (i) not exhibit symptoms; (ii) not be aware that they are afflicted or (iii) may not voluntarily agree to disclose their condition.
  - C. **You will inform Broker if, after the date this document is signed, there is a change in your health condition or knowledge that potentially puts others at risk or invalidates the representations made in this document.**
8. **EXCEPTIONS TO REPRESENTATIONS AND ADDITIONAL TERMS:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



9. **AGREEMENT, DECLARATION AND ASSUMPTION OF RISK:** By signing below, you are declaring the foregoing is true, that you agree to take all recommended and reasonable actions to protect yourself and others from exposure to COVID-19, and that you **ASSUME THE RISK**, as applicable, of entering the Premises, or allowing someone to enter the Premises. You understand and agree that no one, including but not limited to real estate brokers and agents, can guarantee that you will not be exposed to or contract COVID-19.

By signing below, the person allowing entry or the person entering Premises acknowledges that Signer has read, understands, voluntarily agrees to the foregoing, and has received a copy of this Coronavirus Lease/Rental Property Entry Advisory and Declaration.

\_\_\_\_\_  
(print name) (signature) Date \_\_\_\_\_

Person allowing entry or person entering Premises:  Landlord/Lessor,  Tenant/Lessee,  Broker/Agent,  Other Entrant or  Occupant

\_\_\_\_\_  
(print name) (signature) Date \_\_\_\_\_

Person allowing entry or person entering Premises:  Landlord/Lessor,  Tenant/Lessee,  Broker/Agent,  Other Entrant or  Occupant

\_\_\_\_\_  
(print name) (signature) Date \_\_\_\_\_

Person allowing entry or person entering Premises:  Landlord/Lessor,  Tenant/Lessee,  Broker/Agent,  Other Entrant or  Occupant


**I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS SIGNED PEAD-LR FORM.**

Tenant/Lessee's Broker/Agent's Initials (\_\_\_\_\_)

Landlord/Lessor's Broker/Agent's Initials (\_\_\_\_\_)

Landlord/Lessor's Initials (\_\_\_\_\_) (\_\_\_\_\_)

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REAL ESTATE BUSINESS SERVICES, LLC.  
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®  
525 South Virgil Avenue, Los Angeles, California 90020



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