



AHLA'S  
**HOSPITALITY  
FOR HOPE**  
INITIATIVE

## **Hotels Supporting Healthcare: COVID Toolkit**

*Industry resources to support the health care community,  
first responders, displaced employees, and local  
communities during the crisis*



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# HOSPITALITY FOR HOPE TOOLKIT

The American Hotel & Lodging Association's (AHLA) "Hospitality for Hope Initiative" was created to boost collaboration between the hotel industry and the health care community, first responders, displaced employees, and local communities during this crisis.

As part of the initiative, AHLA is working closely with the US Department of Health and Human Services (HHS) to create a national database of hotel properties willing to provide temporary housing for emergency and health care workers. In the short time since the initiative was announced, participation has grown from nearly **6,000 hotels to more than 17,000 properties** with a **combined 2.3 million rooms** available near established healthcare facilities.

Additionally, to help our workforce continue their education and stay connected to the industry during this difficult time, **the AHLA Foundation recently announced free online training and educational courses** for hotel employees. Since the announcement, over **9,000 individuals** have already applied to get started.

**This toolkit outlines how you can join the thousands of hotels across the country who are actively engaged in AHLA's "Hospitality for Hope Initiative" to support and help strengthen our communities during this difficult time.**

# SUPPORTING THE HEALTH COMMUNITY AND FIRST RESPONDERS

Governors, mayors, and public health officials across the country are seeking hoteliers who are willing to enter into temporary occupancy agreements for certain types of lodging properties during this crisis. To help facilitate this partnership, AHLA is currently working with the US Department of Health and Human Services (HHS) to create a database of willing properties.

AHLA is compiling industry-leading resources to help hotel properties through the process of establishing an Alternative Care Site.

## Volunteer Your Property

If you are interested in joining the already 17,000 properties that have volunteered their hotels, please complete AHLA's online COVID-19 hotel lease volunteer form [here](#).

Once a state or local jurisdiction identifies a need for an Alternative Care Site, they will reference AHLA's list of over 17,000 properties, contact the property/properties, conduct an assessment to see if it meets their needs, and then start occupancy agreement negotiations.

## State & Territorial Health Department Websites

The Centers for Disease Control and Prevention (CDC) has a complete list of state or territorial health departments, which can be accessed [here](#).

## Hotel Owner Considerations

Akin Gump, an international law firm, recently released a report outlining items hotel owners should consider when entering into an agreement with a governmental entity to repurpose hotel properties as temporary hospitals, acute care facilities and rehabilitation centers. The report can be accessed [here](#).

## Hotel - Hospitality Response Playbook

In a coordinated effort among the American Hotel and Lodging Association, American Society for Healthcare Engineering (a professional membership group of the American Hospital Association), and Oliver Wyman, a playbook was developed with a [step by step framework](#) outlining three property alternate use options (clinical and non-clinical).

The playbook details key considerations, conversion requirements, and operational adjustments hotel leadership should consider when making decisions regarding participation in an alternate use program.

# Sample Leasing Agreements

AHLA has helped create several template occupancy agreements that local health departments and states can use as a starting point for negotiations. Downloadable sample agreements can be accessed [here](#) or in the appendix of this document.

## *Sample Agreements Include:*

- [Sample emergency temporary occupancy agreement](#)
- [Group rental agreement](#)
- [Liability of hotel guest's agreement](#)

The specific terms of the agreement will be discussed between the local health department, local FEMA department, and the property.

## Additional Resources

For additional resources and guidance for members participating in Alternative Care Site arrangements with local/state governments that require 'hotel to healthcare' support, check out [our resource page](#) for information from AHLA partners on planning considerations, conversion execution, cleaning and maintenance, restoration, critical operational support practices, organizations donating products/services, other programs and much more!

- *AHLA Premier Partners:* [Ecolab](#) & [Towne Park](#)
- *Allied Members:* [Perfect Clean](#), [Uber for Business](#), [Sevan Multi-State Solutions](#), [Interstate Restoration](#)

# SUPPORTING EMPLOYEES WITH FREE EDUCATIONAL OFFERINGS

As part of AHLA's newly announced "Hospitality for Hope Initiative", the AHLA Foundation is pleased to announce **free online training and educational courses** to help our workforce continue their education and stay connected to the industry during this difficult time.

These resources are available to employees who have lost their jobs, had their hours reduced, or simply wish to continue learning while in their current role. To learn more about each of these offerings, please visit [www.ahlafoundation.org/relief](http://www.ahlafoundation.org/relief).

We are encouraged by the many individuals and groups coming together to create much needed support systems. For those interested in joining our support network, consider financially supporting the Foundation's relief efforts by [making a donation](#).

## Hospitality Management Training

In partnership with the American Hotel & Lodging Educational Institute (AHLEI), hotel employees can access free online supervisory and managerial training programs to advance their industry skills.

- **Supervisory Skill Builders: 9 Courses / Total 18 Hours**
  - Target audience: Entry-level hospitality employees and hospitality supervisors
- **Hospitality Manager: Leadership: 1 Course / 2.5 Hours**
  - Target audience: Entry-level hospitality employees, hospitality supervisors, hospitality managers, and general managers
- **Certified Hotel Administrator (CHA) Online Review (Training ONLY): 7 Review Modules and Quizzes / 21 Hours**
  - Target audience: Hospitality supervisors, hospitality managers, and general managers

## Professional Development Scholarships

The Foundation is also offering professional development scholarships to cover the cost of AHLA's portfolio of professional certifications, allowing individuals to grow their industry knowledge, enhance their professional skills, and receive industry recognition.

## Continuing Education Scholarships

Employees who wish to continue their education can also do so at no cost and entirely online. Industry employees are eligible to have their educational expenses covered by the Foundation to pursue the following educational courses:

- **English as a Second Language (ESL)**
  - Minimum technology requirements: Student must have access to a cell phone or a computer with internet.

- **GED, High School Diploma Alternative**
  - Minimum technology requirements: Student must have access to a computer with internet.
- **Associate Degree Courses**
  - Minimum technology requirements: Computer (not mobile or tablet), internet connection, and a webcam.

An employment verification form provided by the AHLA Foundation will require signature by the employee's prior employer, along with a copy of the employee's most recent paystub in order to be deemed eligible.

## **Short-Term Employment Resources**

With nearly 4 million industry jobs eliminated or on the verge of elimination in the next few weeks, the AHLA Foundation is connecting hotel employees who have lost their job or seen a reduction in hours with short-term job opportunities.

To access all job listings, visit [www.ahlafoundation.org/relief](http://www.ahlafoundation.org/relief).

# SUPPORTING LOCAL COMMUNITIES BY SHARING YOUR STORY

AHLA is looking for hoteliers that are willing to speak with media and share local stories that will highlight the positive work the hotel industry is doing to help employees, communities across the country, and the industry during this unprecedented health crisis.

Consider volunteering to speak with media and share your story with AHLA by filling out this [form](#) or raising awareness of the initiative by issuing a media statement or posting on social media.

## Issue a Press Statement

To ensure our industry's message and commitment are recognized appropriately across the nation, we recommend sending the following statement to reporters, sharing the statement on your website, and posting on your social media channels.

### *Partner State Association Template Statement:*

#### **<STATE ASSOCIATION NAME>: Statement on AHLA's "Hospitality for Hope" Initiative**

**City, State ([April X, 2020](#))** — Today, President and CEO of the <STATE ASSOCIATION NAME> issued the following statement to highlight that more than [INSERT STATE NUMBER] hotels in [INSERT STATE] have signed up for AHLA's new initiative – "Hospitality for Hope" – which identifies hotel properties that have offered to provide temporary housing for emergency and healthcare workers as the COVID-19 public health crisis grows:

"Hotels are stepping up to help our communities in our time of need. As we face this unprecedented public health emergency, hoteliers in [STATE] are doing what we can to give back to frontline healthcare workers and first responders who continue to work around the clock to protect our community. With hotels across the country opening their doors to support those on the frontline, our nurses, doctors and first responders can rest easy knowing they have an alternative place to stay."

### *Brand/Property Template Statement:*

#### **<COMPANY NAME>: Statement on AHLA's "Hospitality for Hope" Initiative**

**City, State ([April X, 2020](#))** — Today, President and CEO of <COMPANY> issued the following statement to highlight that more than [INSERT NUMBER OF PROPERTIES] <COMPANY> hotels have signed up for AHLA's new initiative – "Hospitality for Hope" – which identifies hotel properties that have offered to provide temporary housing for emergency and healthcare workers as the COVID-19 public health crisis grows:

"Hotels are stepping up to help our communities in our time of need. As we face this unprecedented public health emergency, hoteliers are doing what we can to give back to frontline healthcare workers and first responders who continue to work around the clock to protect our community. With <COMPANY> hotels

opening our doors to support those on the frontline, our nurses, doctors and first responders can rest easy knowing they have an alternative place to stay.”

### **AHLA Press Statement:**

When issuing your press statement, please include the following statement by AHLA president and CEO Chip Rogers and background information on AHLA to showcase that your effort is part of a larger industry campaign. AHLA’s media team is also willing to help you promote your statement if you email [media@ahla.com](mailto:media@ahla.com) to coordinate.

**Chip Rogers, AHLA president and CEO** said, “It has been so impressive to see hotel after hotel join this important initiative as a way of giving back to the communities in which they operate. As an industry of people taking care of people, the hotel industry is uniquely positioned to support our communities by caring for the first responders who are on the front lines of this public health crisis. Hotels have always been an active member of our local communities, and this time is no different. We are proud to work to facilitate partnerships with federal, state and local governments to support the health community during this critical time.”

### **About AHLA**

The American Hotel & Lodging Association (AHLA) is the sole national association representing all segments of the U.S. lodging industry and contributes nearly \$660 billion to U.S. GDP. Headquartered in Washington, D.C., AHLA focuses on strategic advocacy, communications support, and workforce development programs to move the industry forward. Every day, America’s hotels make dreams come true, not just for our guests, but also for the 8.3 million people whose jobs we support—more than 1 in every 25 American jobs. Learn more at [www.ahla.com](http://www.ahla.com).

## **Amplify on Social Media**

To stay up-to-date on industry news, consider following AHLA on [Twitter](#), [Instagram](#), [Facebook](#) and [LinkedIn](#). You can help us spread the word and raise your profile by sharing sample “Hospitality for Hope Initiative” social media posts and tagging AHLA:

### **Sample Social Media Posts:**

- **Sample 1:** Hotels across <state> are lining up to join @AHLA’s #HospitalityforHope Initiative to support the healthcare community during this difficult time. Learn how you can help: <https://www.ahla.com/ahlas-hospitality-hope-initiative>
- **Sample 2:** The hotel and lodging industry has a long-standing commitment to supporting our local communities, which is why I am joining @AHLA’s #HospitalityforHope Initiative. With over 17,000 hotels currently participating, AHLA is working with @HHSGov to build a database to help the healthcare community and first responders: <https://www.ahla.com/ahlas-hospitality-hope-initiative>
- **Sample 3:** Are you a hotel employee seeking an opportunity to enhance or acquire new skills while out of work? In partnership with @AHLEI, @AHLAFoundation has new FREE online training to advance your industry skills. Learn more: <https://ahlafoundation.org/relief>.

## TALKING POINTS

- **Through AHLA’s new “Hospitality for Hope Initiative”, AHLA and the hotel industry are supporting health care workers, first responders, displaced employees, and communities during this crisis.**
- **Over 17,000 U.S. hotels have signed up to support first responders and health care workers with temporary housing as the COVID-19 public health crisis grows.**
  - With the potential for more than half the hotels in the country to close by the end of the month, AHLA and our Partner State Associations are working closely with federal, state and local governments to connect them with hotels to provide temporary housing for emergency and health care workers.
    - The program will primarily focus on housing for the healthcare community, but some hotels could be used as “Alternative Care Sites”, such as an emergency hospital or a place for quarantined people to stay.
  - To help facilitate this process, AHLA has been working with HHS in coordination with the U.S. Army Corps of Engineers to create a **national “Hospitality for Hope”** database, which will match and streamline the process for willing hotel properties to connect with federal, state, and local governments.
  - Already, this initiative has identified a total combined 2.3 million rooms located near established healthcare facilities.
  - As an industry of people taking care of people, the hospitality industry is uniquely positioned to support and help strengthen our communities and first responders who are on the frontlines of dealing with this ongoing public health crisis.
- **To help our workforce continue their education and stay connected to the industry during this difficult time, the AHLA Foundation recently announced free online training and educational courses for hotel employees.**
  - The Foundation is providing free hospitality management courses, professional development scholarships for AHLA certifications, and continuing education including English as a Second Language, GED programs, and associate degree courses.
  - Since the announcement, over 9,000 individuals have already applied to get started.
  - Information on the free training courses, professional development scholarships, and continuing education offerings can be found by visiting <https://www.ahlafoundation.org/relief>.

# FREQUENTLY ASKED QUESTIONS

## **What Is AHLA’s “Hospitality For Hope Initiative”?**

AHLA’s “Hospitality for Hope Initiative” is focused on boosting collaboration between the hotel industry and local, state, and federal governments to help employees, communities across the country, and the industry during this unprecedented health crisis.

As part of this initiative, AHLA recently announced a partnership with AHLA’s partner state associations to support communities across the country by connecting hotel properties with the health community, struggling to find housing and support as the COVID-19 public health crisis grows.

To help match and streamline the process, AHLA is working with the U.S. Department of Health and Human Services (HHS) to create a national database. Government officials will be able to search willing properties based on geographic location.

## **How Is AHLA’s National Database Different Than The State Database My PSA Is Working On? Do I Need To Participate In Both?**

While some PSAs and hotel properties are already working with local health officials on leasing agreements, HHS, in coordination with the US Army CORPS of Engineers and local emergency management and public health agencies, approached AHLA to take proactive measures to build a national database that could be pushed out broadly to health officials across the United States.

The goal of the initiative is not to replace local efforts at the city or state-level, but to add additional support and coordination.

AHLA will be sharing willing properties broken down by state to both the respective PSA and Federal Emergency Management Agency (FEMA) contact. AHLA has been told that FEMA will work to distribute the information down their respective state and local officials.

## **What Other States Or Cities Have Agreed To Hotel Leases?**

Already, examples of hotels partnering with local and state officials in communities are being reported in Chicago and California, and more efforts are expected in the coming days and weeks, including New York City and Texas.

## **How Do I Get Involved With AHLA’s “Hospitality For Hope Initiative”?**

Hotels interested in joining AHLA’s “Hospitality for Hope Initiative” can volunteer [HERE](#).

## **If I Fill Out The Above Form, Does It Commit My Hotel To Leasing To The Government?**

No, there is no formal commitment by filling out the form. The list is just being pulled and sent to HHS and the respective PSA.

Once a state or local jurisdiction identifies a need for an Alternative Care Site, they will reference the list, contact the property, conduct an assessment to see if it meets their needs, and then start the occupancy agreement negotiations.

### **Will The Government Commandeer My Property If I Do Not Want To Enter Into An Agreement?**

No, there will be no forced takeover. The government is looking to enter mutually agreed upon occupancy agreements with property owners.

### **Will My Property Be Used As A Quarantine Facility Or To House Medical Professionals?**

It depends on the need in that state or city. If you only want to use your hotel for medical professionals and not quarantine, please still fill out the above form. If your state health department or FEMA calls, they will tell you what they need, and you can decide if you want to proceed.

### **Is There An Occupancy Agreement That I Can Use?**

Yes, AHLA has helped create several template occupancy agreements that the local health department and the state can use as a starting point for negotiations, and it can be found [HERE](#). The specific terms of the agreement will be discussed between the local health department, local FEMA department, and the property.

### **What Rate Can I Expect If I Lease My Property?**

Rates will vary by city and state and will be determined by the local health department and FEMA.

### **Is There A Separate List Created For Those That Only Want To Be Considered For 1st Responders And Medical Professional Housing, Emergency Hospitals, And Quarantine?**

AHLA is compiling one list that is going to HHS. HHS will pass the information to the local health department and FEMA, and they will reach out to hotels based on need in that specific city since the needs will vary. There are no separate lists.

However, this is an ever-evolving process, and we may add a second list in the future. We will provide an update if that should happen.

# HOTEL TO HEALTHCARE CONCEPT (H2HC)

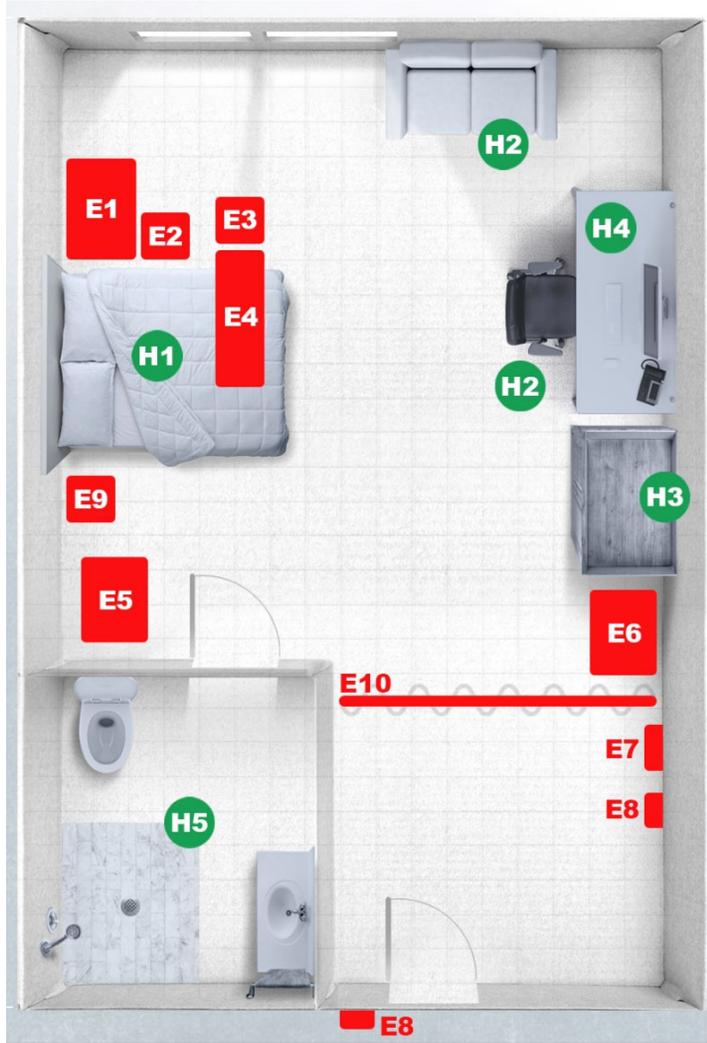
22 March 2020



**US Army Corps  
of Engineers**



# H2HC - HOTEL ROOM to HEALTHCARE ROOM



## HOTEL PROVIDED

- H1. HOTEL BED  
\*WITH MEDICAL LINENS
- H2. HOTEL/RECLINING CHAIR
- H3. HOTEL DESK
- H4. HOTEL WARDROBE
- H5. HOTEL PLUMBING FIXTURES

## ENGINEERING CHANGES

- 1. REMOVE CARPET
- 2. INSTALL VINYL FLOORING OR EPOXY
- 3. \*REVISE HVAC DUCTING AND HEPA FILTERING\*
- 4. ADD EMERGENCY BACK-UP POWER & UPS
- 5. ADD ELECTRICAL OUTLETS
- 6. ADD PRIVACY CURTAIN

## SPECIAL MEDICAL EQUIPMENT – TO BE PROVIDED BY OTHERS (NON-USACE)

- E1. VENTILATOR CAPABLE; STORAGE CABINET
- E2. TELEMETRY/PUMP ON IV STAND
- E3. STOOL
- E4. OVER BED TABLE
- E5. MOBILE WORK STATION
- E6. LINEN HAMPER
- E7. SHARPS/GLOVES
- E8. HAND SANITIZER STATION
- E9. INFECTIOUS WASTE
- E10. CUBICLE CURTAIN

## PHASES

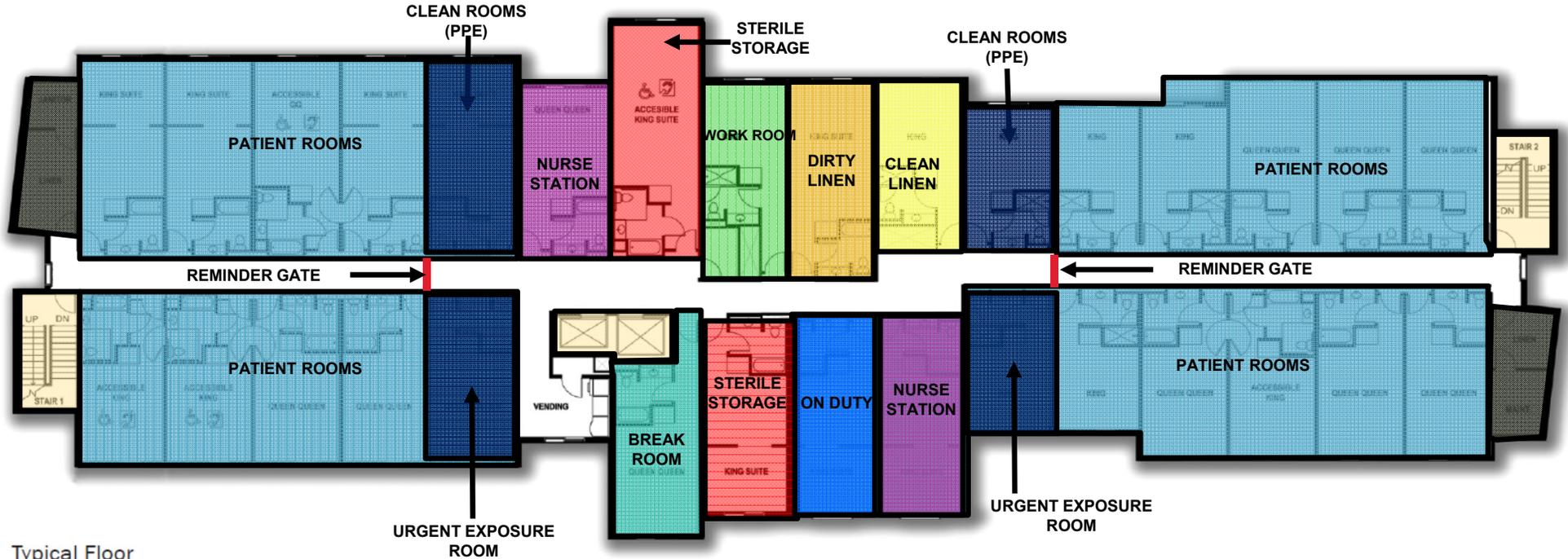
- 1. SITE (State)
- 2. BUILD (USACE)
- 3. SUPPLY (FEMA)
- 4. STAFF (State)

## STANDARD DESIGN

\*COVID  
Non-COVID  
Scalable, Tailorable,  
Site Adaptable



# H2HC - TYPICAL FLOOR PLAN



Typical Floor

### HOTEL PROVIDED

1. HOTEL WI-FI
2. HOTEL PHONE SYSTEM
3. HOTEL IN-HOUSE NETWORK/TVs
4. HOTEL ICE MACHINE/VENDING
5. HOTEL PACKAGED HVAC

### ENGINEERING CHANGES

1. MODIFIED ELEVATOR CONTROLS

### STANDARD DESIGN

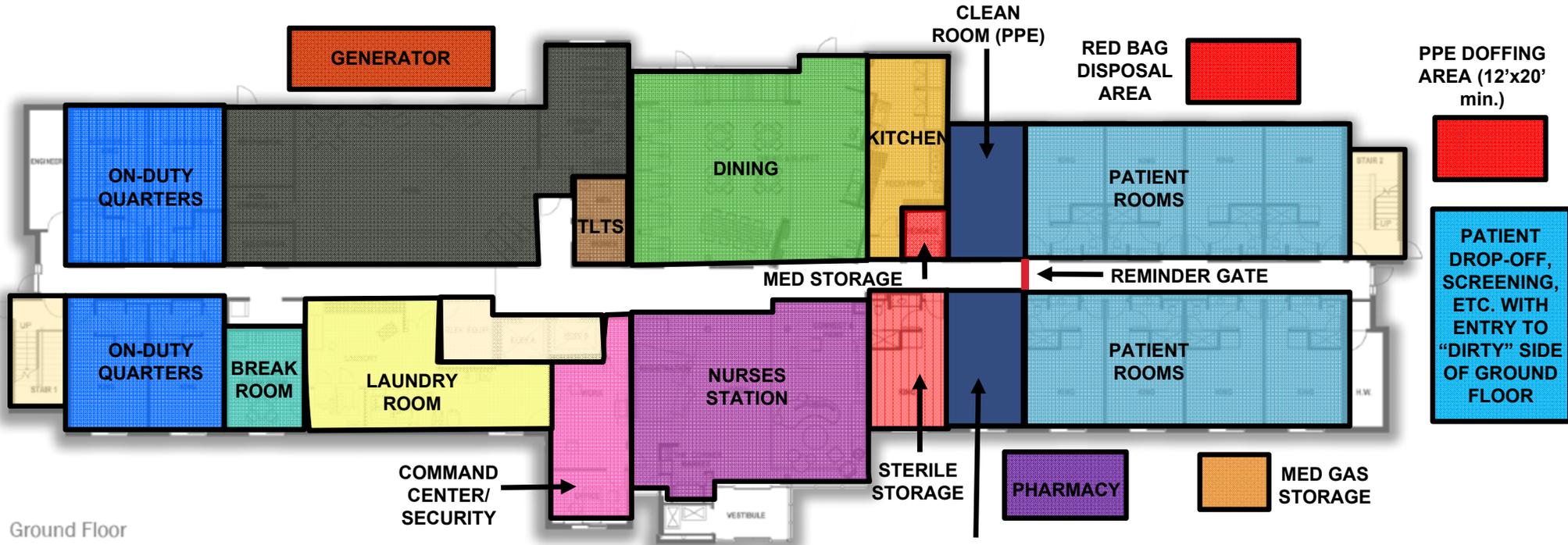
\*COVID  
 Non-COVID  
 Scalable, Tailorable,  
 Site Adaptable

### SPECIAL MEDICAL EQUIPMENT

1. NURSE CALL
2. STORAGE SHELVING
3. WORKSTATIONS
4. MED DISPENSING UNITS
5. # VENTILATORS / FLOOR
6. "CRASH" CART / FLOOR
7. REMINDER GATES
8. EYE/HAND WASH STATIONS



# H2HC - GROUND FLOOR PLAN



Ground Floor

## HOTEL PROVIDED

- HOTEL FURNITURE FOR STAFF QUARTERS
- HOTEL KITCHEN
- HOTEL DINING
- HOTEL VESTIBULE
- HOTEL CCTV FOR SECURITY
- HOTEL CARD READERS

### STANDARD DESIGN

\*COVID  
 Non-COVID  
 Scalable, Tailorable,  
 Site Adaptable

## ENGINEERING CHANGES

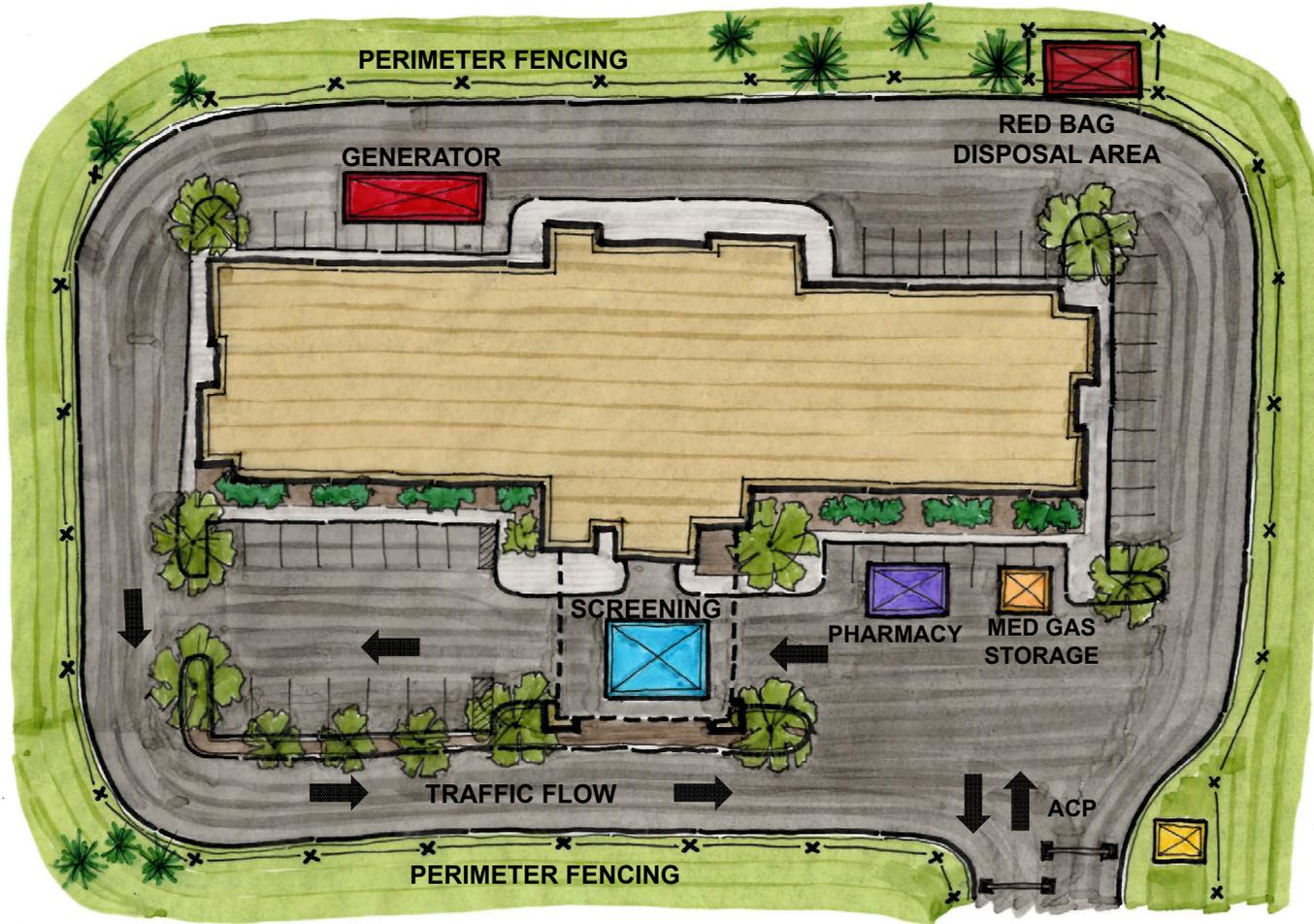
- ALL TYPICAL FLOOR PLAN ADDITIONS
- PLUS GENERATOR

## NEW EQUIPMENT

- METAL DETECTOR
- VTC FOR COMMAND CENTER
- CONTROLLED ACCESS
- INFECTIOUS/CLEAN
- REMINDER GATES
- EYE HANDWASH STATIONS



# H2HC – SITE IMPROVEMENT PLAN



## ENGINEERING CHANGES

- ADD PERIMETER FENCING
- ADD GENERATOR
- ADD PATIENT SCREENING TENT
- ADD EXTERIOR PHARMACY
- ADD MED GAS STORAGE
- ADD ACCESS CONTROL POINT (ACP)
- ADD RED BAG DISPOSAL AREA

# ARENA TO HEALTHCARE CONCEPT (A2HC) ALTERNATE HEALTHCARE FACILITY



US Army Corps  
of Engineers



# A2HC PATIENT CONTAINMENT EXAMPLE





# A2HC TYPICAL POP-UP CARE SPACES



## ENGINEERING CHANGES

1. ADD HVAC DUCTING AND HEPA FILTERING
2. ADD EMERGENCY BACK-UP POWER
3. ADD ELECTRICAL OUTLETS
4. ADD DATA OUTLETS
5. ADD PLUMBING

## NEW EQUIPMENT - TO BE PROVIDED BY OTHERS (NON-USACE)

- E1. VENTILATOR CAPABLE; STORAGE CABINET
- E2. TELEMTRY/PUMP ON IV STAND
- E3. STOOL
- E4. OVER BED TABLE
- E5. MOBILE WORK STATION
- E6. LINEN HAMPER
- E7. SHARPS/GLOVES
- E8. HAND SANITIZER STATION
- E9. INFECTIOUS WASTE
- E10. PATIENT BED

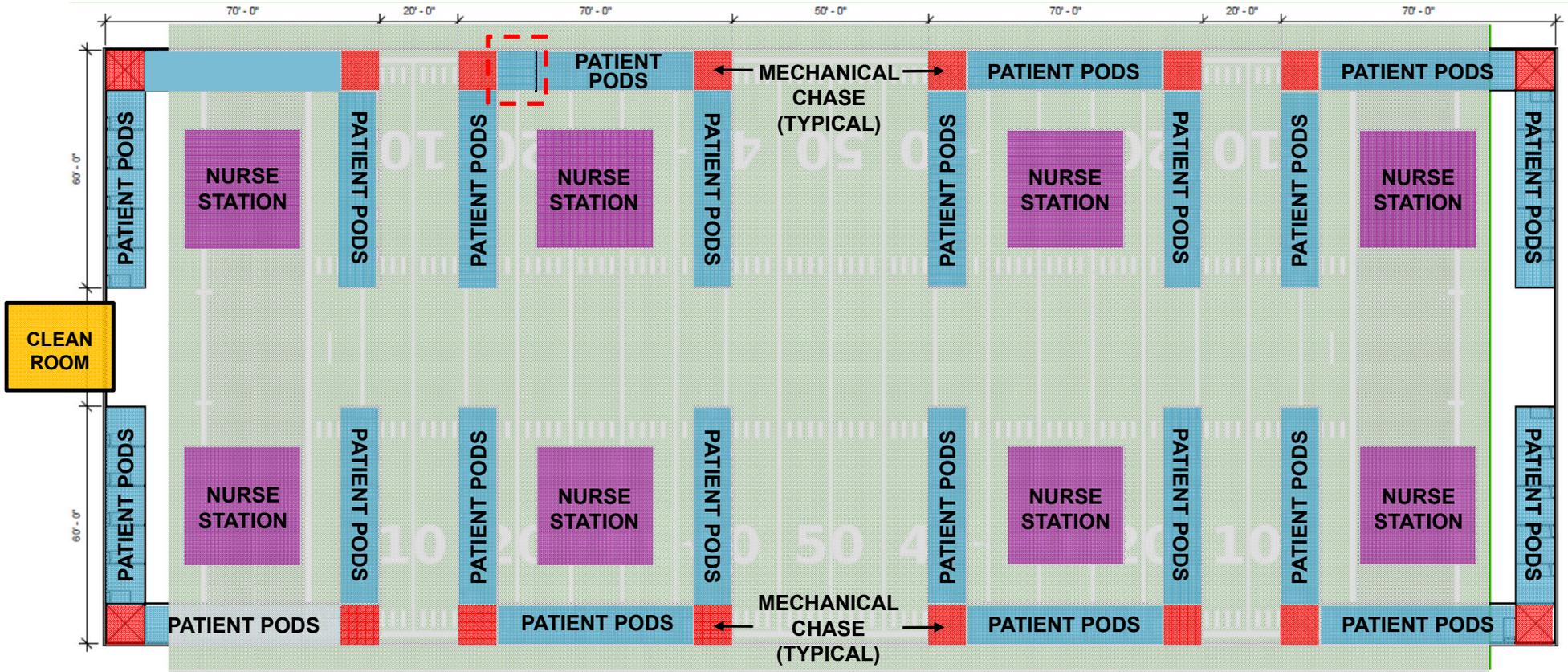


Bedside Toilet



# A2HC TYPICAL LAYOUT

- 1 NURSE STATION FOR EACH 15 PATIENTS
- TOTAL OF 120 PODS



### FACILITY PROVIDED

- FIELD HOUSE ICE MACHINE

### ENGINEERING CHANGES

- ALL TYPICAL FLOOR PLAN ADDITIONS
- ADD GENERATOR



### MEDICAL EQUIPMENT

- ALL TYPICAL FLOOR PLAN ADDITIONS
- NURSE CALL
- STORAGE
- WORKSTATIONS
- MED DISPENSING UNITS

Waiver and Release of Liability By Hotel Guests

I understand that in connection with responding to the COVID-19 pandemic the City of **INSERT CITY NAME** (the “*City*”) has rented a block of rooms from **INSERT OWNER NAME**, d/b/a **INSERT PROPERTY NAME** the “*Hotel*”) to arrange for accommodations for people who do not need treatment in hospitals but who may need to be isolated because they have contracted COVID-19 or quarantined either because they have been exposed to persons with COVID-19 or they are members of high risk groups who need to be protected from exposure to COVID-19. The waiver, release and other representations and covenants set forth herein are given in consideration for the Hotel and the City permitting me and/or my child or ward to become a guest of the Hotel and occupy one of the rented rooms in the hotel.

1. Acceptance of Risk; Release; Indemnification. I am fully aware that there are a number of risks associated with me and/or my child or ward entering on the Hotel property, becoming a hotel guest and/or occupying a room at the hotel during the COVID-19 pandemic under the circumstances of the City’s rental of rooms, including without limitation: (a) I and/or my child or ward or our visitors could contract COVID-19 or other diseases such as the flu or legionnaires disease which could result in a serious medical condition requiring medical treatment in a hospital or could possibly lead to death; and (b) I and/or my child or ward or our visitors will be subject to normal risks associated with staying in a hotel such as physical injuries or even death or loss or damage to personal property, including without limitation, from slips or falls, food poisoning or allergic reaction to food served in the hotel, physical or verbal altercations with hotel staff, City employees, or other guests, electrocution from appliances or equipment within the hotel, drowning in pools or tubs, terrorist or other violence, theft or vandalism, auto accidents around the hotel, or fires or other disasters affecting the hotel. On behalf of myself and/or my child or ward and our heirs, successors and assigns, I knowingly and freely, assume all such risks, both known and unknown, relating to my and/or my child’s or ward’s occupancy of a hotel room and being a guest at the Hotel as described above, and I hereby forever release, waive, relinquish, and discharge the Hotel and the City, along with their officers, directors, managers, officials, trustees, agents, employees, or other representatives, and their successors and assigns (collectively, the “*Hotel and City Representatives*”), from any and all claims, demands, liabilities, rights, damages, expenses, and causes of action of whatever kind or nature, and other losses of any kind, whether known or unknown, foreseen or unforeseen, (collectively, “*Damages*”) as a result of me and/or my child or ward being a guest at the Hotel and occupying a room at the Hotel as described above, including but not limited to those related to the above described personal Injuries, death, disease or property losses, or any other loss, and including but not limited to claims based on the alleged negligence of any Hotel or City Representative or any other person. I further promise not to sue the Hotel or the City or any Hotel or City Representative, and agree to indemnify and hold them harmless from any and all Damages resulting from my and/or my child’s or ward’s being a guest or occupying a room at the Hotel.

**READ CAREFULLY -- BY SIGNING THIS DOCUMENT YOU MAY GIVE UP IMPORTANT LEGAL RIGHTS.**

Print Name of Hotel Guest \_\_\_\_\_  
Last First MI

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**PARENT/LEGAL GUARDIAN (if Guest is under 18 years old or subject to guardianship)**

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

STATE OF [STATE]

**EMERGENCY TEMPORARY OCCUPANCY AGREEMENT**

|   |
|---|
| <u>TEMPORARY OCCUPANCY AGREEMENT COVERING PREMISES LOCATED AT</u><br>[Name]<br>[Address]<br>[City], [State] [Zip] |
| <u>OWNER'S FED. TAX. I.D., NO. OR SOCIAL SECURITY NO.</u><br>[Insert number]                                      |
| <u>STATE AGENCY</u><br>[Redacted]   |

**Preamble**

THIS TEMPORARY OCCUPANCY AGREEMENT (this "Agreement"), made and entered into this XXth day of \_\_\_\_\_, 2020 by and between

**[INSERT LEGAL OWNER]**

hereinafter called the "Owner," without distinction as to number or gender, and the State of [state name], acting by and through [Redacted], hereinafter called the "State." **This Agreement is entered into pursuant to the Governor's State of Emergency Proclamation dated [date] in response to COVID-19, and Section X of the [state] Local Government Code, and is directly related to that emergency and necessary for the preservation of public health and safety.**

**WITNESSETH**

**Description**

1. The Owner hereby authorizes the State and the State hereby hires from the Owner those certain premises "AS IS" with appurtenances situated in the City of [City Name], County of [County Name], State of [State Name], and more particularly described as follows:

The entire [Insert Name] Hotel located at [Address], [City], [State] [Zip] (the "Hotel") as outlined in red on the attached Exhibit "A" aerial site plan, consisting of one (1) page, dated [Insert date], said Exhibit "A", hereby being incorporated into this occupancy agreement, and including all nonexclusive unobstructed parking spaces contiguous to the subject hotel building that are part of the Hotel and owned by Owner, and including all furnishings, fixtures and equipment located therein, but excluding the following areas or items: [TBD by applicable Hotel/Owner; Excluded Areas may include restaurants, bars, fitness center, pool, spa, areas leased/licensed to third parties, certain back of house areas, certain equipment]. Such premises that may be occupied pursuant to this Agreement are sometimes referred to herein as the "Occupied Space", the "premises" or the "occupied premises" and the foregoing excluded areas are sometimes referred to herein as the "Excluded Areas".

The State shall have access to and use of the occupied premises set forth in this occupancy agreement 24 hours per day, seven (7) days per week with no exceptions. The State shall have no right to use or enter the Excluded Areas at any time without the prior written consent of Owner in its sole discretion.

**Term** 2. The term of this occupancy agreement shall commence on (insert month) XX, 2020 (the "Commencement Date"), and shall expire at 11:59 p.m. on the date that is [30 days] after the Commencement Date, with such rights of termination as may be hereinafter expressly set forth (the "Initial Term"). The Initial Term of this occupancy agreement will be automatically extended for successive periods of thirty (30) days each, unless either Owner or the State elects not to so extend by giving thirty (30) days prior written notice to the other party.

**Early Termination** 3. The State may terminate the Initial Term of this occupancy agreement at any time by giving written notice to the Owner at least thirty (30) days prior to the date when such termination shall become effective. The Owner may terminate this occupancy agreement at any time by giving written notice to the State at least thirty (30) days prior to the date when such termination shall become effective. If the State fails to complete its move out and comply with all actions required under this occupancy agreement in connection with expiration or earlier termination of this occupancy agreement and remains in the premises, additional consideration shall be paid and prorated on a thirty (30) day month in accordance with section 4, based on the actual number of days the State occupies the premises following the effective date of termination.

**Consideration** 4. A fee for use of the Occupied Space shall be paid by the State to Owner, from legally available funds, on the first day of each month during said term as follows:

AMOUNT AND XX/100 DOLLARS (\$XX.XX) FROM (INSERT MONTH) XX, 2020 THROUGH (INSERT MONTH) XX, 2020 THEN

AMOUNT AND XX/100 DOLLARS (\$XX.XX) FROM (INSERT MONTH) XX, 2020 THROUGH (INSERT MONTH) XX, 2020 AND MONTHLY THEREAFTER

THE DAILY RATE FOR PURPOSES OF THE ABOVE CALCULATIONS IS BASED ON \$XX PER DAY.

Payments due under this section for any period of time less than one month shall be determined by prorating the monthly payment herein specified based on a thirty (30) day month. Payments shall be paid to Owner at the address specified in Paragraph 5 or to such other address as the Owner may designate by a notice in writing.

**Remainder of Page Intentionally Left Blank**

**Notices**

5. All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and either: 1) deposited in the United States Mail, certified and postage prepaid; or 2) sent via an alternate commercial overnight delivery service (i.e. FedEx or similar) with receiver's signature required; and addressed as follows:

**To the Owner:** [Name] \_\_\_\_\_  
 [Address] \_\_\_\_\_  
 [City], [state] [Zip] \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ **Phone No.:** \_\_\_\_\_  
 \_\_\_\_\_ **Hotel No.:** \_\_\_\_\_  
 \_\_\_\_\_ **Email:** \_\_\_\_\_

**With a copy to the Manager:**

[Name] \_\_\_\_\_  
 [Address] \_\_\_\_\_  
 [City], [state] [Zip] \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ **Phone No.:** \_\_\_\_\_  
 \_\_\_\_\_ **Hotel No.:** \_\_\_\_\_  
 \_\_\_\_\_ **Email:** \_\_\_\_\_

**To the State:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ **Phone No.:** \_\_\_\_\_  
 \_\_\_\_\_ **FAX No.:** \_\_\_\_\_  
 \_\_\_\_\_ **Email:** \_\_\_\_\_

ALL NOTICES AND CORRESPONDENCE MUST REFERENCE STATE AGENCY AND PREMISES ADDRESS

Consideration and other payments due hereunder shall be made payable to:

\_\_\_\_\_

and mailed to:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices and correspondence shall be mailed to either party may be changed by giving written notice to the other party.

**Parking**

6. Parking spaces that are part of the occupied premises, upon the Commencement Date, shall be unobstructed by Owner and its agents and completely accessible for State's use.

**Services, Utilities, and Supplies**

7. Owner, including through a third party that Owner has engaged to manage or operate the Hotel ("Manager"), at Owner's sole cost and expense, during the term of this occupancy agreement shall furnish or cause to be furnished the following services, utilities, and supplies

to the area occupied by the State, and also to the "common" building areas (if any) such as lobbies, elevators, stairways, corridors, etc. which State shares with other users, if any:

- A. Sewer, trash disposal, and water service, including both hot and cold water to the lavatories.
- B. Elevator (if any) service.
- C. Electricity and/or gas as necessary to provide power for heating, ventilating, and air conditioning, and electrical or gas service as needed for State's operations.
- D. [Add any other service or supply unique to the hotel]

In the event of failure by the Owner to furnish any of the above utilities in a satisfactory manner, the State may furnish the same at its own cost.

**Repair and Maintenance**

8. During the term of this occupancy agreement, the State shall maintain the occupied premises and all furnishings, fixtures and equipment therein in good repair and condition at the State's sole cost and expense. In addition, the State agrees that it will follow the reasonable directives of Owner and Manager representatives regarding the maintenance of the Hotel and furnishings, fixtures and equipment therein during the term of this occupancy agreement.

**Assignment and Subletting**

9. The State shall not assign this occupancy agreement or any of its rights or obligations hereunder or sublet the Occupied Space without the express prior written consent of Owner. If Owner gives its consent to any assignment or subletting, the State shall at all times remain fully responsible and liable for compliance with all of the State's obligations under this Agreement.

**Destruction**

10. If the occupied premises are destroyed in whole or in part by fire or other casualty, this occupancy agreement shall terminate.

**Surrender of Occupancy**

11. Upon termination or expiration of this occupancy agreement, the State will peacefully surrender to the Owner the occupied premises in as good order and condition and repair as when received, except for reasonable, ordinary use and wear thereof and damage by fire or other casualty over which State has no control. State shall ensure, at no cost to Owner, that all its employees, guests, and invitees have completely vacated the Hotel prior to the termination of this Agreement.

If the State fails to surrender the occupied premises to Owner on the date and in the condition required hereby or by any other provision of this Agreement and to take all other actions required by this Agreement in connection with termination, the State shall be liable for all costs incurred by Owner (or third parties under contract with the Owner) to repair or restore the occupied premises to the required condition or to satisfy such other obligations. The State's liability under this section shall survive the expiration or earlier termination of the Agreement.

**Time of Essence, Binding upon Successors**

12. Time is of the essence of this occupancy agreement, and the terms and provisions of this occupancy agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and permitted assigns to the respective parties hereto, subject to the restrictions on assignment and subletting hereunder. If more than one person or entity has executed this Agreement as "State" or as "Owner", the obligations of such persons or entities hereunder will be joint and several with respect to the applicable party.

**No Oral  
Agreements**

13. It is mutually understood and agreed that no alterations or variations of the terms of this occupancy agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

**Insurance**

14. **[NOTE: SOME STATES MAY HAVE THEIR OWN REQUIRED INSURANCE PROVISION.]** State shall be required, and hereby agrees, to procure and maintain at all times during the term of this Agreement (or during any other period in which the State is present at the Hotel or conducting any activities or operations relating to the Agreement) insurance coverage of the following types:

a. Workers Compensation insurance in full satisfaction of applicable laws and Employers Liability insurance with a limit not less than \$[TBD] each accident for bodily injury, \$[TBD] each employee for bodily injury by disease, and \$[TBD] policy limit for disease.

b. Commercial General Liability (CGL) insurance with a limit of coverage not less than \$[TBD] each occurrence covering liability arising from independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Indemnified Parties (as hereinafter defined) shall be included as additional insureds under the CGL on form CG 20-10 or equivalent.

c. If the State's or State's subcontractors' scope of work under this Agreement requires or involves the ownership, maintenance or use of an auto, Commercial Auto Insurance with a limit of insurance not less than \$[TBD] each accident covering "any auto" whether owned, scheduled, leased, hired or other.

d. At the State's option, insurance covering the State's personal property, it being understood and agreed that, pursuant to section 27 below, neither Owner nor Manager nor any of the Indemnified Parties shall be liable for any damage to or loss of personal property sustained by the State, whether or not it is insured, even if such loss is caused by the negligence of any such parties.

This insurance shall apply as primary with respect to any other insurance or self-insurance available to Owner. Insurance companies affording the coverage required above shall have an AM Best Rating of no less than A-/VII. Failure to maintain the required insurance may result in termination of the Agreement at Owner's option. By requiring insurance herein, Owner does not represent that coverage and limits will be adequate to protect the State. The requirements contained herein shall not be construed in any manner to relieve or limit the State's indemnification obligations for any loss or claim arising out of the Agreement.

The State unconditionally waives on behalf of itself and its insurers all rights against Owner and Manager, each of their affiliates, and the agents, officers, directors, and employees of each of them, for recovery of damages to the extent these damages are covered by its insurance, regardless of deductibles, if any. Prior to the Commencement Date or commencement of any activity contemplated under the Agreement, whichever is earlier, the State shall furnish Owner with certificates of insurance providing evidence of compliance with the above requirements. Thirty (30) days' written notice to Owner prior to cancellation or material change is required.

The State shall require that any permitted assignee and any contractor and/or subcontractor performing any work in the Occupied Space maintain policies of insurance satisfying the requirements imposed upon the State under this Agreement, including, but not limited to, the requirement that such policies shall name the Indemnified Parties as additional insureds.

**Hazardous Substance**

15. State agrees that it will comply with all applicable laws existing during the term of this occupancy agreement pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law. In the event Owner or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the State's illegal or alleged illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, the State shall indemnify, defend, and hold harmless any of these individuals against such liability. Where the State is found to be in breach of this provision due to the issuance of a government order directing the State to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by the State or any person acting under State's direct control and authority, State shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by Owner or any of its affiliates, successors, principals, employees, or agents in connection with or in response to such government order.

**Restoration of Premises**

16. Upon termination of this occupancy agreement, Owner agrees that the equipment installed by the State shall be and remain the property of the State, and State shall remove such property when vacating the premises. State shall restore the Occupied Space, to the condition as originally received by the State and existing prior to the installation of any of the State's property, including, without limitation, restoration and repair of all surfaces, floors, walls, ceilings, including restoring damaged floor tile and patching and repainting damaged wall surfaces to match adjacent existing surfaces, and including restoration and repair of all furnishings, fixtures and equipment. State shall clean the premises per the then current health and safety protocols established by public health officials during the term and immediately prior to vacating the premises. If the Occupied Space is used by the State for any medical service purposes, including but not limited to the care of persons diagnosed with or suspected to be infected with COVID-19 (the "coronavirus"), then the State shall clean the premises according to then current medical grade sanitization standards. Such medical grade sanitization by the State shall receive the approval of the relevant local, state, and federal health authorities certifying that the Occupied Space was properly cleaned and is safe to reopen to the general public.

The State shall provide certification to the Owner that the Occupied Space was vacant for a minimum of ten (10) calendar days prior to being returned to Owner. Cleaning and sanitization procedures performed in anticipation of restoring the premises for Owner can occur during this ten-day period.

**Operational Hand-off**

17. Owner shall provide operational hand-off with instructions as needed and as of the Commencement Date, the hotel shall be completely vacated and no staff, including contractors, will be permitted to enter without prior authorization from State.

**Taxes**

18. Owner is solely responsible for all tax liabilities with respect to the Hotel.

**No Tenancy; Relief from Eviction Laws**

19. In no event will this Agreement be deemed or construed to run with the land or create any tenancy or other permanent possessory rights on the part of the State or its invitees. This Agreement does not create any recordable interest and will not be recorded in any land records. No tenancy and/or eviction laws, regulations, rules, requirements, processes and proceedings ("Eviction Laws") shall be applicable with respect to the use of the Hotel by the State and its invitees hereunder. The State shall waive the applicability of all Eviction Laws with respect to the Hotel and ensure that any and all other applicable government entities, agencies, instrumentalities, subdivisions or other bodies of any regional, local or other governments waive any such Eviction Laws. In the event any individual is claiming tenancy rights, then the State, at the State's sole cost and expense, shall take all such necessary actions to remove such individual from the premises prior to expiration or termination of the Agreement.

**Permitted Use**

20. The State may use the Occupied Space solely for the [REDACTED], and for no other purpose.

**State's Operations**

21. State will be solely responsible for providing the resources necessary for conducting its operations and activities at the Occupied Space, including without limitation providing all necessary staffing and providing for the safety and security of its invitees, and State is responsible for the costs of its operations. The State, at its sole cost and expense, during the term of this Agreement shall furnish all consumable items used at the Occupied Space including food and beverages, amenities, fuel, cleaning materials, printed materials, and other similar items as well as all non-consumable items including all china, glassware, linens, silverware, uniforms and other similar items. Any alcoholic beverages stored at the Hotel will not be used or accessed by the State, its employees, guests, or invitees. The State shall ensure that its operations and activities at the Occupied Space at all times comply with this Agreement and all applicable laws and regulations.

**Licenses & Permits (including Liquor Licenses); Zoning**

22. The Owner shall, at the Owner's sole cost and expense, be responsible to maintain all licenses, permits, or other similar authorizations required for operations in effect as of the Commencement Date of this Agreement. This obligation shall include renewal (or cooperating with the State for the renewal, as applicable) of any permits for the premises that expire or need to be renewed during the term of this Agreement. The State shall comply with (or obtain the necessary waivers of) all zoning requirements for its operation on the premises during the term of this Agreement.

In addition, the State guarantees and will work with any other government agencies and instrumentalities, whether state or local, that have jurisdiction over the Hotel to ensure that the State's occupancy of the Occupied Space will not in any way affect the liquor license (if any), certificate of occupancy, zoning permits or exceptions, or any other licenses, permits, or approvals for the Hotel or the property on which the Hotel is located in effect as of the Commencement Date, and that any issues with the foregoing will be tolled during the duration of the State's occupancy. The State shall ensure that all licenses or permits (including the liquor license, if any) required for the operation and management of the Hotel as a hotel or transient lodging establishment shall be reinstated or continue in full effect after the expiration or termination of this Agreement without cost or expense to Owner.

**Indemnification**

23. [NOTE: COULD VARY DEPENDING ON SPECIFIC STATE LIMITATIONS] The State shall indemnify, defend and hold harmless Owner, Manager, [HOTEL BRAND / MANAGER PARENT COMPANY], their respective owners, franchisees, affiliates and subsidiaries, the successors and assigns of the foregoing, and each of their respective partners, officers, directors, employees, agents, contractors, subcontractors, invitees, licensees and representatives, now and in the future (each an "Indemnified Party" and collectively, the "Indemnified Parties"), from and against any and all claims, allegations, demands, liabilities, obligations, losses, costs, fines, penalties, injuries or damages of any kind or nature, including, but not limited to, reasonable attorneys' fees and court costs (collectively, "Claims") that may be asserted against any one or more of the Indemnified Parties, whether by reason of the actions or omissions of the State under the Agreement, the use of the Occupied Space, the State's breach of any of its representations, warranties, covenants or obligations under the Agreement, the violation of any legal or contractual obligation by or on behalf of the State, the acts or omissions of any State employees, any work done in the Occupied Space, the conduct of the State's operations, the presence, condition or operation of any of the State's equipment or other personal property, or any other act, omission or condition for which the State is responsible under law, tort, contract or principles of equity; provided, that the foregoing indemnification obligations of the State shall not apply with respect

to a particular Claim to the extent that such Claim has arisen directly from the gross negligence or willful misconduct of Owner. In the event that any such Claim is made or any action or proceeding is brought against any one or more of the Indemnified Parties relating to the foregoing, any such Indemnified Party may, by notice to the State, elect to require the State, at the State's sole risk, cost and expense, to resist such Claim or take over the defense of any such action or proceeding and employ for such purpose counsel approved in writing by such Indemnified Party. If, for any reason the foregoing indemnifications are unavailable to any Indemnified Party or insufficient to hold any of them harmless, then the State shall reimburse the Indemnified Parties for all amounts paid or payable by the Indemnified Parties as a result of such Claims. The section shall survive the expiration or earlier termination of the Agreement.

**Liens** 24. State agrees to keep the Occupied Space, the Hotel and all equipment and property of Owner or Manager free and clear of any and all liens for work performed or materials furnished to or at the request of State.

**Alterations** 25. State shall not perform any alterations (including, for example, any modification, demolition or reconfiguration of, or any improvement to) the Occupied Space or other portions of the Hotel without the prior written consent of Owner in its sole discretion.

**No Use of Names** 26. State agrees not to use the name of the Hotel, the name of Owner or its affiliates, the name of Manager or its affiliates, or any other trade names, trademarks, service marks, or other intellectual property of Owner (or its affiliates), or of the Manager (or its affiliates), or any variation of any of the foregoing, without the express written approval of Owner and Manager, which may be given or withheld in their the sole discretion of Owner or Manager.

**Limitation of Liability** 27. Neither Owner, Manager, nor any of their respective affiliates, nor any of the other Indemnified Parties, shall be liable for damage to any equipment or other property of the State or for injury to State's employees, invitees or any other person on, in or about the Occupied Space from any cause, whether in or about the Occupied Space or elsewhere in the Hotel. It shall be the State's sole obligation, at its sole risk and cost, to protect, safeguard and insure against all damage or injury to any such persons or property. Further, the Owner and Manager Parties shall under no circumstances be liable for any special, incidental, punitive, exemplary or consequential damages.

**Remedies** 28. In the event of any breach of the terms of this Agreement by the State, Owner shall be entitled to pursue any and all legal and equitable rights and remedies permitted by applicable law.

**Relationship of Parties** 29. The relationship between Owner and State is solely that of owner and temporary occupant, and will not be deemed a partnership, joint venture, agency or tenancy.

**Confidentiality** 30. The terms of this Agreement will be kept confidential by the parties, except as disclosure may be required by law or on a need-to-know basis, without the written consent of the other party.

**Survival of Covenants** 31. Any covenant, term or provision of this Agreement which, in order to be effective, must survive the termination of this Agreement, shall survive any such termination.

**Entire Agreement** 32. This Agreement sets forth the entire agreement and understanding between the parties concerning the subject matter of the Agreement, and supersedes any and all prior oral or written agreements between the parties relating to that subject matter.

**Governing Law**

33. The Agreement shall be governed by and construed in accordance with the laws of the State of [state name], not including the choice of law provisions thereof.

**Counterparts;  
Electronic  
Signatures**

34. This Agreement may be executed in any number of duplicate originals and each duplicate original will be deemed to be an original. This Agreement may be executed in any number of counterparts, each of which constitutes an original, and all the counterparts together constitute one and the same Agreement. Electronic copies of this Agreement and signatures thereon will have the same force, effect and legal status as originals.

**Remainder of Page Intentionally Left Blank**

**IN WITNESS WHEREOF, this occupancy agreement has been executed by the parties hereto as of the dates written below**

STATE OF [STATE NAME]

OWNER

[DEPARTMENT OF \_\_\_\_\_]

[NAME]  
[NAME]

By \_\_\_\_\_  
[NAME], AUTHORIZED SIGNATORY

By \_\_\_\_\_  
[NAME], AUTHORIZED SIGNATORY

Date \_\_\_\_\_

Date \_\_\_\_\_

## Group Rental Agreement

This Group Rental Agreement (this “*Agreement*”) is entered into as of **Month Day**, 2020 (the “*Effective Date*”) between **[Owner & Property Name]** (the “*Hotel*”), whose principal offices are located at **[Property Address]**, and the City of **[City Name]** (the “*City*”), an **State** municipal corporation and home rule unit of government, through its Department of Assets, Information and Services (“*DAIS*”), whose principal offices are located at **[City Office address]**

### Background Information

- A. Due to the COVID-19 Pandemic the City is in immediate need for accommodations for persons who do not need treatment in hospitals but who may need to be isolated because they have contracted COVID-19 or quarantined either because they have been exposed to persons with COVID-19 or they are members of high risk groups who need to be protected from exposure to COVID-19 (the “*Group*”).
- B. The City desires to obtain accommodations for these people who do not need treatment in hospitals so that hospitals in the area will not be overburdened with caring for these people.
- C. The City desires to rent a block of rooms from the Hotel, which could consist of all rooms in the Hotel to provide for the above-described accommodations and the Hotel is willing to rent this block of rooms to the City pursuant to the terms and conditions of this Agreement.

### Statement of Agreement

The Parties acknowledge the foregoing Background Information, and in consideration for the covenants set forth herein, hereby agree as follows:

§1. Guest Room Accommodations. The City agrees to rent a block of **X** hotel rooms from the Hotel for a period of not less than 60 days, commencing **Start Date** through **End date** (as such period may be extended pursuant to §2 below, the “*Rental Period*”); provided, however, during the first 30 days of the Rental Period, the City may rent less than the full block of **X** hotel rooms as it ramps up occupancy, but in no event may the City rent less than **X** rooms during the initial 30 days, whether or not such rooms are occupied. The Hotel will not rent rooms to other guests during the Rental Period.

§2. City’s Right to Extend Rental Period. The City shall have the option of extending the Rental Period for up to four (4) additional 30 day periods provided that it gives the Hotel written notice (which may be accomplished through e-mail) of the exercise of the extension not less than 21 days prior to termination of the then pending Rental Period.

§3. Use of Guest Rooms. The City will use the rooms only for accommodations as typical hotel guest rooms for members of the Group and will not use the rooms to provide hospital services, sanitarium services, rehabilitation services, intermediate care services, sheltered care services, skilled nursing care or services or any other health care or services, in each case to the extent a facility license is required under **State** law for such services. The City’s Department of Public Health (“*CDPH*”) employees or other trained personnel will solely make all determinations

regarding those persons who are eligible to be members of the Group, including without limitation those persons who do not need hospital or more extensive health care services. Any health services that are provided to members of the Group while they are using any of the guest rooms will be in the nature of home health services or paramedic services provided to persons in their own homes and the City will only permit such services to be provided by duly licensed persons to the extent such person are required to be licensed to provide such services. There will be no general visitation by outsiders permitted. CDPH employees or other trained personnel will be responsible for screening and limiting visitors to any of the Guests (as defined below) occupying rooms.

§4. Reservation Method. City personnel will provide the Hotel general manager with a list of persons who will be occupying rooms pursuant to this Agreement (each a “*Guest*” and collectively “*Guests*”) and will update the list daily for any changes that occur, including all new arrivals and all departures. City personnel will be responsible for assigning rooms to Guests and will be responsible for determining any segregation of Guests on particular floors. Because the Hotel will not be renting rooms during the Rental Period to guests who are not members of the Group, the Hotel will not be operating the front desk or reservation system, but will make its reservation system available to the City upon request. All Guests shall be required to complete certain portions of the Hotel registration forms as the City and the Hotel mutually agree is necessary (for example, payment information will not be required).

§5 Hotel Services and Amenities. The parties shall provide the following services to each of the Guests during the Rental Period, subject to the limitations set forth below:

(a) Utilities. The Hotel shall provide all Guests with utilities, HVAC, cable television, internet access and internal telephone service. These services are included with the per Room charge.

(b) Housekeeping and Laundry. The Hotel will provide each of the Guests on a weekly basis linens and terry goods (towels, etc.), provided that all housekeeping services, except as set forth in (g) below, shall be provided by or arranged by CDPH employees or other trained personnel, including without limitation cleaning rooms, changing linens or terry goods or arranging for laundering of Guests’ clothing. CDPH employees or other trained personnel shall also be responsible for moving trash/waste from Guest rooms to the Hotel’s dumpsters. The Hotel currently sends all laundry offsite. CDPH employees or other trained personnel will deliver all dirty or soiled laundry, linens and terry to a centralized location at the Hotel, and the Hotel will arrange for it to be sent to the offsite laundry service. Hotel personnel will deliver laundered linens and terry to specified floors and those items will be taken to Guest rooms by CDPH employees or other trained personnel. The City and CDPH has represented that after departure of any Guests the rooms are not hazardous and do not pose a risk to persons cleaning them. Accordingly Hotel housekeepers will be required to clean rooms upon the departure and check-out of each Guest. If CDPH employees or other trained personnel determine that a room is hazardous or poses a risk to persons who would be cleaning the room, that room will be cleaned by CDPH employees or other trained personnel.

(c) Food Service. Due to licensing requirements and quality control issues, all food and beverage to be served on the Hotel property (excluding commercially packaged snacks or convenience food delivered by CDPH employees or other trained personnel, such as candy,

chips and soda) must be supplied and prepared by the Hotel. During the Rental Period the Hotel shall prepare and provide three meals a day for each of the Guests and will package them and bundle them for delivery. The meals will be delivered to the Guests by CDPH employees or trained personnel. All menu selections will be determined by CDPH employees or trained personnel and shall be submitted at least 24 hours in advance. The Hotel will not operate room service.

(d) Amenities. Guests shall not be entitled to use or be given access to the lobby business center, printing, the fitness center, restaurants, the barista bar, the grab-n-go, public rest rooms or public telephones and the Hotel shall not operate or provide any of those services.

(e) Security. During the Rental Period, the City shall, at its own cost and expense, arrange for off duty policemen or other security, including any security necessary to enforce any restrictions imposed upon the Guests by the City or CDPH employees or other trained personnel.

(f) Fire Evacuation Protocol. The City shall develop a clear fire evacuation plan and protocol which shall be subject to the Hotel's review and approval, and it will implement such plan and protocol with respect to all Guests. The Hotel agrees to cooperate with the City to amend the Hotel's existing fire evacuation plan and protocol for the City's use.

(g) Room Cleaning After Discharge. During the Rental Period the Hotel shall provide cleaning services between room uses except if CDPH employees or other trained personnel determine the room is hazardous or poses a risk to the person cleaning the room (as provided in Section 5(b) above), and shall also be responsible for cleaning and maintaining all common areas.

For the avoidance of doubt, except as set forth in (g) above, the Hotel's employees or contractors will not access individual guest rooms of any quarantined or isolated Guest for any reason during the Rental Period, and Hotel shall be responsible for ensuring that employees and contractors comply with this restriction. Except as expressly set forth in (g) above, all in-room services shall be provided by CDPH employees or other trained personnel.

The City shall provide appropriate and complete training to the Hotel and **UniteHERE**, Local 1 employees by competent public health professionals with respect to the presence of hotel Guests at the Hotel in a room rented by the City, and shall provide employees with appropriate supplies and protective equipment, in accordance with recommendations of Centers for Disease Control and Prevention (CDC) and/or local public health agencies. Such training shall be provided to each employee before the employee begins work at the Hotel during the period the City rents the rooms. In the event that an employee has a reasonable concern that an assignment places the employee at risk of COVID-19 exposure, the employee may refrain from performing the assignment until the public health professionals are consulted.

§6. Agreement with **UniteHERE, Local X**. A condition to this Agreement becoming effective is the execution by the Hotel with **UniteHERE, Local X**, of a modification of the Collective Bargaining Agreement permitting the rental of rooms and provision of services as provided in this Agreement. This §6 does not apply to the City's employees.

§7. Fees and Expenses.

(a) Deposit. Upon execution of this Agreement, the City shall deposit with the Hotel the amount of \$X (the “*Deposit*”) by electronic payment to an account designated by the Hotel, which amount is equal to two weeks of single occupancy. The Hotel will hold the Deposit as security for any damage that may be caused to the Property by the City or any of its Invitees (as defined in Section 9(a)). The Hotel may use any and all of the Deposit that is necessary to pay for the repair of such damage. To the extent there is no damage to the Property (other than normal wear and tear) the Hotel shall apply the Deposit to any other amounts owed to it by the City. To the extent there are no additional amounts owed by the City, it shall return the Deposit to the City within thirty (30) days following the end of the Rental Period. The Hotel hereby reserves all other rights and remedies available to it at law or in equity for damage to the Property caused by the City or any of its Invitees. The Deposit will be held by the Hotel and may be commingled with other funds; any interest earned on the Deposit, if any, shall be the property of the Hotel.

(b) Rent for Guest Rooms. As provided in Section 1, the City will be renting a minimum of X rooms during the first 30 days of the Rental Period and then X rooms during the second 30 day period and during each renewal or extension period thereafter. The City shall pay, within ten days of billing, monthly rent for guest rooms calculated by multiplying X rooms times \$X per night per room, regardless of occupancy. Notwithstanding the foregoing, during the first 30 days of the Rental Period the monthly rent will be equal to \$X per night per room, calculated on the actual number of rooms occupied, provided that the City will pay for a minimum of 100 rooms per night during the first 30 day period, whether or not occupied. Additionally, because the City can take up to 7 days to clean and return the Property to the Hotel pursuant to Section 8, the City shall pay the Hotel reduced rent in the amount of \$X per night per room. for such 7 days, unless otherwise mutually agreed upon by the parties.

(c) Food Service Costs. All food and beverages provided by the Hotel pursuant to Section 5(c) shall be provided at the Hotel’s cost, it being understood that the Hotel will not earn a profit on this service. Costs shall include the cost of all food and beverages provided, supplies related to service, and all direct payroll and benefits of all food service personnel. The Hotel and the City will work together to develop a program where costs are targeted to be no more than \$X per day per Guest. However, such costs could be higher or lower depending upon a number of factors, including the actual occupancy of the guest rooms, and the City will reimburse actual costs whether or not higher or lower than \$X per day per Guest. The City shall have the right to review all Hotel payroll records, invoices, and other documents necessary to verify the Hotel’s costs, and the Hotel shall deliver such records upon the City’s request without delay.

(d) Additional Costs. In the event that the Hotel incurs any additional costs or expenses in order to accommodate special requests of the City or CDPH employees or other trained personnel to assist them in handling the COVID-19 pandemic, then the City shall reimburse all such additional costs and expenses, including without limitation, the \$X per hour premium payable to members of **UniteHERE, Local X**, who work in the Hotel during the Rental Period, and, in the event an insufficient number of employees are willing to work, any premium payable to obtain temporary help during the Rental Period. It is understood that the Hotel will not earn a profit under this paragraph (d) and the City will have access to records to verify costs as set forth in paragraph (c) above.

(e) Billing and Payment. The Hotel shall bill the City monthly for all rent for guest rooms, food service costs and any additional costs and expenses. The invoices shall include all cost detail for the food service component. Invoices shall be paid by the City within 10 days by electronic payment to an account designated by the Hotel.

§8. Surrender and Restoration. The City, at its sole cost and expense, shall restore any portion of the Hotel Property that it occupies (i.e., excluding the kitchen, the basement and any other portions of the Hotel that the City does not occupy under this Agreement) to the same condition as existed prior to the use by the City and its Invitees and shall be responsible for immediately repairing and/or restoring any damage to the Property and to any Hotel personal property to the extent that the City occupies such Property or uses such personal property. Within 7 days following the expiration of the Rental Period the City shall, at its sole cost and expense, cause all guest rooms and all other areas of the Hotel used by any of the Invitees to be cleaned and sanitized by a third party industrial cleaning company reasonably acceptable to the Hotel. Any improvements or betterments made by the City to the Hotel Property (which may only be made with the prior written consent of the Hotel) shall inure to and remain the property of the Hotel. The City specifically agrees to surrender and cease its use of the Property at the end of the Rental Period, and to return the same to the Hotel in the condition required above within 7 days following the end of the Rental Period. If the City or any of its Invitees fails to leave any of the guest rooms or fails to surrender any other area of the Property, the Hotel may charge the City a rental fee for each day that the City or such Invitee fails to surrender the guest room or other area in an amount that is equal to its standard room rates and the City shall pay all costs and expense incurred in evicting any Invitee who fails to leave any of the guest rooms at the end of the Rental Period. The City agrees that, in addition to the remedies expressly provided for herein, the Hotel shall have all remedies available at law or in equity for the City's failure to comply with this provision.

§9. General.

(a) Indemnification by the City. The City shall completely and unconditionally indemnify, defend and hold the Owner, its officers, managers, members, directors, employees, contractors, agents and representatives and their successors and assigns (collectively, the "**Hotel Parties**") harmless from and against any and all liabilities, losses, damages, causes of action, suits, claims, judgments or expenses, including reasonable attorneys' fees and court costs and expenses (collectively, "**Claims**"), asserted or arising out of or relating in any way, directly or indirectly from the use or occupancy of any part of the hotel property (the "**Property**") or the use of any hotel services ("**Services**") by the City or any of the City's servants, agents, licensees, employees, contractors, volunteers, or invitees (including without limitation any persons the City permits or causes to occupy any rooms in the hotel) (collectively, "**Invitees**") made or asserted directly by the Hotel or by any third parties (including any employees of the Hotel) for bodily injury, sickness, disease, loss of consortium or services, death or damage to property, by reason of or incident to the City's or its Invitees use of the Property or Services, excluding Claims arising from the gross negligence or willful misconduct of the Hotel Parties or a breach of the Hotel's obligations under this Agreement.

Notwithstanding anything set forth in this Agreement to the contrary, with respect to direct claims of the Hotel, the City shall not be required to pay the Hotel's attorneys' fees or costs and the City's obligation to indemnify shall be resolved on a comparative negligence basis.

Further, notwithstanding anything set forth in this Agreement to the contrary, Claims of the Hotel Parties shall be net of any insurance or other prior or subsequent recoveries (including under or pursuant to any insurance policy, indemnity, reimbursement agreement or contract pursuant to which or under which any Hotel Party is a party or has rights) actually received by the Hotel Parties in connection with the facts giving rise to the right of indemnification. Each Hotel Party shall use its reasonable best efforts to take all actions reasonably necessary to file claims pursuant to any applicable insurance policies. If, after using such reasonable best efforts, the Hotel Parties are unable to obtain recovery under an applicable insurance policy, then at City's request, the Hotel Parties shall reasonably cooperate with the City to take such actions as the City may reasonably request (in each case at the City's expense), including filing lawsuits or facilitating subrogation to the extent permitted by applicable law, in order to obtain recovery under the applicable insurance policies. During the Rental Period, the Hotel shall maintain all insurance policies in full force and effect as existed prior to the pandemic.

(b) Waiver and Release. Prior to permitting any of its Invitees to enter upon the Property or any part thereof, the City shall seek to obtain from each such Invitee (or the guardian of a minor or other person subject to guardianship) a signed liability waiver, in a form supplied by the Hotel, releasing and waiving the Hotel Parties from all liability for bodily injury, sickness, disease, loss of consortium or services, death or damage to property or other incidents that may occur while on the Property or using the Services.

(c) Insurance; Worker's Compensation. During the Rental Period the City shall carry and maintain for the mutual benefit of the Hotel and the City general public liability insurance against claims for personal injury, wrongful death or property damage occurring on or about the Property, naming the Hotel as an additional insured, in an amount of at least \$1 Million per occurrence and \$3 Million aggregate. The City shall obtain and maintain at all times during the Rental Period workers compensation coverage up to statutory limits covering all City employees providing services or working in the hotel Property. Any claims made by City employees shall be made to the City under its established worker's compensation process and the City will administer those claims. The City may self-insure for all insurance requirements.

(d) No Representations or Warranties Regarding Property. Notwithstanding anything herein to the contrary, the Hotel makes no representations or warranties regarding the condition of the Property. The City accepts the Property in its "AS IS, WHERE IS" condition with all faults.

(e) Licenses and Permits. The City shall, at its sole cost and expense, obtain any and all permits, licenses, and other approvals necessary for any activities or services it will conduct or provide on the Property. Nothing contained herein shall be deemed a representation by the Hotel that such use is allowable or that such permits, licenses, and other approvals are obtainable. The Hotel shall reasonably cooperate with the City, upon request, to obtain any such permits, licenses, and other approvals, provided that the Hotel shall not incur any cost or expense in connection therewith. The City shall have no right to create or place any liens on Hotel Property.

(f) Miscellaneous. This Agreement may be executed in any number of counterparts and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute one and the same agreement. This Agreement may not be assigned

by any party without the prior written consent of the other party. This Agreement contains the entire agreement of the Parties and supersedes all prior discussions or understandings. This Agreement is for the sole benefit of the parties hereto and their respective successors and assigns and nothing herein shall confer any right, benefit or remedy to any third party. No agreement to modify this Agreement or to waive any provision of this Agreement will be effective unless in writing and executed by the Party against whom the modification or waiver is sought to be enforced. No failure by any party to insist upon strict compliance with any term of this Agreement shall constitute a waiver of the first party's right to enforce that term. The headings of the Sections and subsections of this Agreement are not part of the context of this Agreement but are only labels to assist in locating those provisions, and shall be ignored in construing this Agreement. The Parties hereby designate the federal and state courts located in or having jurisdiction over **City, State** as courts of jurisdiction and venue for any litigation relating to this Agreement, the Parties hereby consent to jurisdiction and venue in such courts and hereby waive any defenses of lack of jurisdiction or venue. This Agreement shall be governed by and construed in accordance with the laws of the State of **State**, exclusive of conflicts of law principles. The Parties are independent contractors and no agency, employment, joint venture or partnership has been or will be created between the Parties pursuant to this Agreement.

(g) Severability. If any provision of this Agreement is held or deemed to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

[The Remainder of this Page is Intentionally Left Blank]

**IN WITNESS WHEREOF**, the City and the Hotel have executed this Agreement as of the Effective Date.

**CITY OF** City, an State municipal corporation

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

**Owner**

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

Name: \_\_\_\_\_

Its \_\_\_\_\_