

**Rider**

**Preventing the Spread of COVID-19**

Rider to the agreement dated \_\_\_\_\_ (“Agreement”) between Hofstra University (“University”) and \_\_\_\_\_ (along with all of Contractor’s employees, agents, subcontractors, guests and invitees, hereinafter collectively referred to as “Contractor(s)”).

All University contractors, vendors, and visitors to the Hofstra campus are required to comply with all applicable health and safety rules to prevent the spread of COVID-19. This includes all federal, state, and local laws, rules, regulations, and orders, including New York State’s COVID-19-related Executive Orders, Reopening Guidance, Statewide Guidelines and industry/function-specific Guidelines (“Laws”), and well as applicable Hofstra University policies (“Policies”), which are posted on <https://www.hofstra.edu/safe-start/> or are otherwise provided, and which may be updated from time to time. Contractors entering the Hofstra campus must maintain a social distance of 6 feet from others, must cover nose and mouth with a mask, and must not enter the campus if they are experiencing or have come in contact with anyone experiencing any of the “Symptoms of Coronavirus” set forth by the CDC. Contractor acknowledges that it is Contractor’s responsibility to be aware of and comply with all such Laws and Policies, and to ensure that all of Contractor’s employees, agents, personnel, subcontractors, participants, guests, invitees, and any other person related to Contractor and present on the Hofstra campus in connection with the Agreement, are aware of and comply with such Laws and Policies.

Contractor acknowledges that compliance with the Laws and Policies reduces the risk of contracting COVID-19, and additionally that there is no way to completely eliminate that risk. Contractor acknowledges that Contractor is voluntarily choosing to come onto the Hofstra campus, and by coming onto campus, Contractor acknowledges that there is a risk of contracting COVID-19 and Contractor assumes that risk.

To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold harmless Hofstra from and against any claim, cost, expense, or liability (including, without limitation, attorneys’ fees, and including costs and attorneys’ fees incurred in enforcing this indemnity and including claims by Contractor’s employees, agents, subcontractors, guests, invitees or patrons), attributable to bodily injury, sickness, disease, or death, including but not limited to such personal injury related to COVID-19, caused by, arising out of, resulting from, or occurring in connection with any negligent or wrongful act, error or omission or breach of contract in connection with Contractor, whether or not caused in part by the active or passive negligence or other fault of a party indemnified hereunder. Contractor's obligation hereunder shall not be limited by the provisions of any worker's compensation, disability benefits or similar employee benefits act. Nothing in this Rider shall be construed to require any indemnification which would make this Rider void or unenforceable or to eliminate or reduce any indemnification or rights which Hofstra has by law. Contractor shall waive their right of subrogation against Hofstra applicable to any claims brought against the Contractor by the Contractor’s employees.

The individual signing this rider warrants and represents that he or she is authorized to sign on behalf of Contractor.

Accepted and agreed to by: \_\_\_\_\_  
Signature Print Name