# 2020 REALTORS<sup>®</sup> LEGISLATIVE MEETINGS RISK MANAGEMENT ISSUES COMMITTEE FORMS AND ADDENDUMS

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Debra Hall Lori Kaizawa

Ron Wortham

Janet Carpenter Nancy Donahue-Jones Scott Halligan

STATES	ADDENDUM/FORM (Y/N)	FORM TYPES						
Alabama	N							
Alaska	Y	<ul> <li>Covid-19 Amendment to the Purchase and Sale Agreement</li> <li>Covid-19 Consumer Disclosure</li> </ul>						
Arizona	Y	<ul> <li>Wire Fraud Advisory</li> <li>Coronavirus/Covid-19 Addendum</li> <li>Cyber Security and Wire Fraud Policies and Procedures</li> <li>Model Covid-19 Certification for Property Access</li> <li>Sample Preparedness Plan for Circumstances Relating to Covid-19</li> <li>Ten Open House Precautions in the Era of Covid- 19</li> </ul>						
Arkansas	Y	<ul><li>Closing Delay Form</li><li>General Addendum</li><li>Covid-19 Addendum</li></ul>						
California	Y	<ul><li>Coronavirus Addendum/Amendment</li><li>Guide for Open Houses and Showings</li></ul>						
Colorado	Y	Covid-19 Addendum						
Connecticut	Y	<ul> <li>Coronavirus Addendum</li> <li>Advisory Notice to Buyers and Sellers of Real Estate Related to Covid-19</li> <li>Sight Unseen Addendum</li> <li>Addendum Real Estate Purchase Contract</li> </ul>						
Delaware	Υ	<ul> <li>Covid Related Delay Addendum</li> <li>Advisory Guidance for Safe Practices for Property Management Office and Rental Agents for Residential Landlord Tenant Rentals in Delaware to Comply with the State of Emergency as declared for our safety by Governor Carney</li> <li>Advisory Guidelines for Safe Practices for Property Management Companies and Owner managed Residential Landlord Tenant Code Properties in Delaware to Comply with the State of Emergency for our safety by Governor Carney</li> <li>Advisory Guidance for Safe Practices for Real Estate Agents in Delaware handling Short Term Rentals to Comply with the State of Emergency declared for our safety by Governor Carney</li> <li>Advisory Guidance for Safe Practices for Manufactured Home Sales Agents in Delaware to Comply with the State of Emergency Declared for our safety by Governor Carney</li> </ul>						

Florida	Y	<ul> <li>Advisory Guidance for Safe Practices for Real Estate Agents in Delaware to Comply with the State of Emergency Declared for our safety by Governor Carney</li> <li>COVID-19 Related Delay Addendum</li> <li>Addendum to Listing Agreement for COVID-19 Concerns</li> <li>Extension Addendum</li> <li>In Person Acknowledgement</li> <li>Coronavirus (COVID-19) Extension Addendum to Contract</li> <li>COVID-19/Coronavirus In-Person Access Acknowledgment</li> </ul>
Georgia	N	Acknowledgment
Hawaii	N	Some forms have been created, but NAR has not received them
Idaho	Y	Covid-19 Addendum
Illinois	Y	Chicago Addendum to Purchase and Sale     Contract
Indiana	N	<ul> <li>Indiana has prepared forms, but NAR has not received them</li> </ul>
lowa	Y	COVID-19 Addendum
Kansas	Y	<ul> <li>Official Practices and Guidelines for Real Estate Professionals under Covid-19 Stay at Home Ordinance</li> <li>Coronavirus Addendum/Amendment</li> <li>Coronavirus Release and Hold-Harmless Agreement</li> </ul>
Kentucky	N	
Louisiana	Y	<ul> <li>Sample Clause / Language to Protect a Seller Who Can't Complete Repairs due to Conditions Caused by the Coronavirus</li> <li>Act of God / Force Majeure Addendum</li> </ul>
Maine	N	
Maryland	Y	<ul> <li>Covid-19 Related Delay Addendum</li> <li>Buyer Hold Harmless</li> </ul>
Massachusetts	Ν	
Michigan	N	
Minnesota	N	
Mississippi	Y	<ul> <li>Covid-19 (Novel Coronavirus) Addendum</li> <li>Covid-19 (Novel Coronavirus) Addendum To Exclusive Authorization and Right to Sell Listing Agreement</li> </ul>
Missouri	Y	<ul> <li>Listing Contract COVID-19 Rider/Amendment</li> <li>COVID-19 Amendment to Sale Contract</li> </ul>

		<ul> <li>Paragraph 11 Governmental Inspections and Occupancy Requests Notice (Covid-19)</li> </ul>
		Covid-19 Questionnaire
		Covid-19 Release & Hold Harmless Agreement
Montana	N	<ul> <li>Forms have been created, but NAR has not received them</li> </ul>
Nebraska	Y	Automatic Extension of Closing Date Addendum
Nevada	Ν	<ul> <li>Forms have been created, but NAR has not received them</li> </ul>
New Hampshire	N	<ul> <li>New Hampshire drafted a Covid-19 Addendum, but NAR has not received form</li> </ul>
New Jersey	Y	Addendum Regarding Coronavirus
		<ul> <li>Sellers' and Buyers' Hold Harmless and Release Regarding Covid-19</li> </ul>
		<ul> <li>Landlords' and Tenants' Hold Harmless and Release Regarding Covid-19</li> </ul>
New Mexico	Y	<ul> <li>Coronavirus Addendum/Amendment to Residential Purchase Agreement – 2020</li> </ul>
		<ul> <li>Coronavirus (Covid-19) Hold Harmless Agreement – 2020</li> </ul>
		<ul> <li>Coronavirus Addendum/Amendment to Property Management Agreement – Residential – 2020</li> </ul>
		<ul> <li>Coronavirus Addendum/Amendment to Listing Agreement – 2020</li> </ul>
		<ul> <li>Covid-19 In-Person Viewing/Inspection of Property Information Sheet and Acknowledgment – 2020</li> </ul>
		<ul> <li>Covid-19 Seller(s) and Buyer(s) Hold Harmless Agreement 2020</li> </ul>
		<ul> <li>Remote Viewing and Sight Unseen Hold Harmless Agreement - 2020</li> </ul>
New York	N	Forms have been created, but NAR has not received them
North Carolina	Y	<ul><li>Covid-19 Addendum</li><li>Onsite Preview Addendum</li></ul>
North Dakota	N	No new forms adopted
Ohio	N	
Oklahoma	Y	<ul> <li>Greater Tulsa Association of REALTORS<sup>®</sup> Listing Agreement Covid-19 Amendment</li> </ul>
		Amendment to Uniform Contract of Sale of Real Estate (Residential)
		<ul> <li>Coronavirus Addendum</li> <li>Disclosure to Seller or Buyer of Brokerage</li> <li>Dutios, Bosponsibilities, and Somisos</li> </ul>
		Duties, Responsibilities, and Services

Oregon	N	<ul> <li>Forms have been created, but NAR has not received them</li> </ul>
Pennsylvania	Y	Covid Addendum to Agreement of Sale
Puerto Rico	N	
Rhode Island	Y	Covid-19 Amendment to Purchase Sales
South Carolina	N	Agreement     SC has decided against creating a Covid-19
		addendum
South Dakota	Ν	
Tennessee	Ν	<ul> <li>New forms have been created, but NAR has not received them</li> </ul>
Texas	γ	Covid-19 Addendum
		Commercial Covid-19 Addendum
		Commercial Lease Rent Forbearance Agreement
		Covid-19 Lease Payment Plan Agreement
		Model Covid-19 Certification for Property Access
		Model Covid-19 Certification for Rental Property
		Access
US Virgin Islands	N	
Utah	Y	<ul> <li>Covid-19 Addendum to Real Estate Purchase Contract</li> </ul>
Vermont	N	
Virginia	Y	<ul> <li>Central Virginia Regional MLS Covid-19 Addendum</li> <li>Central Virginia Regional MLS Notice of Quarantine or Closure Regarding Covid-19</li> <li>Central Virginia Regional MLS Notice to Proceed to Settlement Regarding Covid-19</li> <li>Covid-19 Lease Rent Alteration Amendment</li> <li>Covid-19 Rules and Regulations</li> <li>Covid-19 Addendum</li> </ul>
Washington	Ν	<ul> <li>There have been forms created, but NAR has not received them</li> </ul>
Washington, DC	N	<ul> <li>Covid-19 Addendum has been drafted, but NAR has not received it</li> <li>Decided not to use hold harmless agreement</li> </ul>
West Virginia	Ν	
Wisconsin	Ν	
Wyoming	Ν	
Northwest MLS	Y	<ul> <li>Force Majeure and Closing Addendum to Purchase and Sale Agreement</li> <li>Legal Bulletin No. 218 Force Majeure</li> </ul>
Redfin	Y	<ul> <li>Addendum to Extend Contractual Deadlines Due to Disruption of Typical Services</li> <li>Addendum to Extend Closing due to Covid-19</li> </ul>

### COVID-19 Amendment to the Purchase and Sale Agreement

This form authentics of Alaska Multiple Listing Service, Inc.

1	Date
2	In reference to the Purchase and Sale Agreement between:
3	, the Buyer(s), and
4	, the Seller(s), dated
5	, covering the real property commonly known as:
6	Address:
7	Legal (the Property):
8	the undersigned Buyer(s) and Seller(s) hereby agree to the following:
9 10 12 13 14 15 16	Typical Services. The Parties understand and agree that circumstances outside the Parties' control, including but not limited to: war, acts or threats of terrorism, cyber-attacks, political uncertainty, natural disasters, inclement weather, epidemics, pandemics, quarantines and acts of God may cause the disruption of services necessary to complete real estate transactions. "Typical Services" include, but are not limited to, those services provided by escrow and title companies, lenders, recording offices, courts, permitting offices, home insurance companies, appraisers, inspectors, attorneys, Buyer's or Seller's brokerages, banks, and closing agents related to the purchase and sale of the Property.
7 8 9	Reasonable Efforts. The Parties further promise to use reasonable efforts to mitigate the effect of any disrupting event on their performance of the Purchase and Sale Agreement and to use reasonable efforts to fulfill their obligations under the Purchase and Sale Agreement.

#### 

The Undersigned accept all the terms and conditions in the above designated Purchase Agreement with the following changes or amendments due to the unforeseen circumstances caused by the COVID-19 Pandemic:

2	2
2	3

The following dates are changed to not later than (if left blank or stricken-through indicates NO CHANGE):

$\vdash$	Date:								
		Date.		Date:					
	Verification of funds for an all cash offer:		Buyer to inspect property:						
	Qualification letter from Lender:		Buyer to provide written request/report:						
	Apply for new financing:		Parties agreement on inspection repairs:						
	Documentation for Seller Financing:		Funds for appraisal prepaid to Lender:						
	Seller approval of Buyer's Ability:		Appraisal to be ordered:						
	Title:		Days for agreement on appraisal repairs:						
	Survey:		Recording:						

### 

To the extent any provision of this Amendment is inconsistent with the provisions of the Purchase and Sale Agreement, the terms of this Amendment shall control. All other Terms and Conditions to remain the same.

32	Dated: Time: a.m./p.m	n. Dated: Time: a.m./p.m.
33	Buyer 1:	Seller 1:
34	Buyer 2:	
35	Buyer 3:	Seller 3:
36	Selling Licensee:	Listing Licensee:
37	Selling Licensee 2:	Listing Licensee 2:
38	Brokerage:	Brokerage:

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Additional Amendment(s): \_\_\_\_\_

### COVID-19 Consumer Disclosure

This form authorized for use ONLY by active Real Estate Licensee Subscribers of Alaska Multiple Listing Service, Inc.



1 COVID-19 is impacting our lives in Alaska.

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- 2 The CDC urges individuals to take precautionary measures to protect themselves and others. Important 3 information may be found at: <u>https://www.cdc.gov/coronavirus/2019-ncov/prepare/prevention.html</u>
- 4 Your Licensee is committed to performing their duties to the best of their abilities while adhering to the 5 recommended practices and business restrictions in the current climate.
- Buyer(s) and Seller(s) are responsible for disclosing any recent travel or known exposure that can put others at
   risk.
- Buyer(s) and Seller(s) recognize the risks of exposure to the novel coronavirus and assume personal responsibility for choosing to be in any public environments.
- The COVID-19 pandemic has caused unforeseen circumstances and complications that include, but are not limited to: showing delays; travel delays; government mandated isolations; work restrictions; local, state and federal office closures; and other complications that may cause disruption of services necessary to complete real estate transactions.
- Buyer(s) and Seller(s) agree to indemnity, defend, and hold harmless the Licensee(s) and their Broker(s) from any and all liability, loss or damage, that Licensee(s) and their Broker(s) may suffer as a result of any and all claims or demands alleged by anyone in connection to the exposure, or possible exposure, to COVID-19 related in any way to the purchase and sale of the property at issue.

23 24	Dated:	Signature
25		Consumer/Printed Name:
26		
27	Dated: _	Signature
28		Consumer/Printed Name:
29		
30	Dated:	Signature
31		Consumer/Printed Name:
32		
33	Dated:	Signature
34		Consumer/Printed Name:
35		
36	Dated:	Signature
37		Licensee/Printed Name:
38		Licensee Brokerage:
39		
40	Dated:	Signature
41		Licensee/Printed Name:
42		Licensee Brokerage:

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## WIRE FRAUD ADVISORY

Criminals are targeting social media and email to steal information. This is particularly common in real estate transactions because sensitive data, including social security numbers, bank account numbers, and wire instructions are often sent by electronic means. We do not want you to be the next victim of wire fraud. Money wired to a fraudulent account is stolen money that typically cannot be recovered. Additionally, there is generally no insurance for this loss. You may never get the money back.

### PROTECT YOURSELF

### DO NOT TRUST ANY EMAIL(S) CONTAINING WIRE INSTRUCTIONS

• If you receive an email containing wire transfer instructions, immediately call your escrow officer to ensure the validity of the instructions.

### DO NOT TRUST EMAILS SEEKING PERSONAL/FINANCIAL INFORMATION

 If you receive an email requesting personal/financial information or asking you to download, click on a link, send, and/or do anything that may seem unusual to you, call your escrow officer immediately prior to acting on the suspicious email to verify the validity of the email.

#### TRUST YOUR SOURCE OF INFORMATION

- Never direct, accept or allow anyone in the transaction to consent to receiving transfer instructions without a direct personal telephone call to the individual allegedly providing the instructions.
- It is imperative that this call be made to a number obtained in person from the individual or through other reliable means, not from a number provided in the email or the wiring instructions.

### **ONLINE RESOURCES:**

There are many online sources that can provide useful information regarding similar topics including, but not limited to, the following sites:

The Federal Bureau of Investigation @ www.fbi.gov/scams-and-safety The Internet Crime Complaint Center @ www.ic3.gov The National White Collar Crime Center @ https://www.nw3c.org/services/research/cyber-crime-links On Guard Online @ www.onguardonline.gov Consumer Financial Protection Bureau (CFPB) @ www.consumerfinance.gov/ about-us/blog/mortgage-closing-scams-how-protect-yourself-and-your-closing-funds/

VERIFY Before you wire funds to any party (including your lawyer, title agent, mortgage broker, or real estate agent) AND personally meet them or call a verified telephone number (not the telephone number in the email) to confirm before you act!

Immediately notify your banking institution and Settlement/Title Company if you are a victim of wire fraud.

### The undersigned acknowledges receipt of this Wire Fraud Advisory.

Name

Name

# CORONAVIRUS/COVID-19 ADDENDUM



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS<sup>®</sup>. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.

Document March 2020

1. This is an addendum to the Contract dated \_\_\_\_\_\_ between the following parties:

BUYER

SELLER

5. The current world-wide Coronavirus / COVID-19 pandemic has impacted real estate transactions in many unique ways, including,

6. but not limited to, travel restrictions, self-imposed and governmentally required quarantines and closures of both governmental and

7. private offices required to fund, close and record real estate transactions. Because of the unprecedented nature of this pandemic,

8. Buyer and Seller are hereby advised to seek appropriate counsel from insurance, legal, tax, and accounting professionals to better

BUYER

SELLER

9. understand their rights and obligations.

11. SELLER'S INITIALS REQUIRED: \_

12. A variety of issues outside the control of Buyer and Seller may impact this real estate transaction and effect the parties' contractual

performance. As a result, the following additional terms and conditions are hereby included as part of the Contract between Buyer and
 Seller for the above referenced Premises:

### 15. Only those items checked are hereby included as part of the Contract. All other terms and conditions of the Contract remain 16. unchanged,

17.		The date	for	Close	of	Escrow	is	hereby post	poned	and	extended	lo.	_
-----	--	----------	-----	-------	----	--------	----	-------------	-------	-----	----------	-----	---

MONTH	DAY	YEAR

18. Notwithstanding any other provisions of this Contract, the partles agree and acknowledge that in the event either Buyer, Buyer's lender, Seller, Escrow Company or appropriate county recorder's office becomes the subject of a voluntary or mandatory COVID-19 virus quarantine or closure prior to or at the time of Close of Escrow, or if in the event of a Buyer Contingency Addendum pursuant to which Buyer or Seller is a party to another transaction that is delayed due to a voluntary or mandatory COVID-19 virus quarantine, that results in a party's inability to perform on the Close of Escrow date, the closing may be automatically extended by either party for a period of up to ten (10) business days after such quarantine or closure order is lifted unless the parties otherwise mutually agree to extend Close of Escrow

extend Close of Escrow.

25.	D Notwithstanding any other provisions of this Contract, the parties agree and acknowledge that in the event either Buyer, Buyer's
20.	render, Seller, Escrow Company or appropriate county recorder's office becomes the subject of a voluntary or mandatory COVID to
27.	virus guarantine or closure prior to or at the time of Close of Escrow, or if in the event of a Buyer Contingency Addendum pursuant to
28.	which Buyer or Seller is a party to another transaction that is delayed due to a voluntary or mandatory COV/ID-19 virus guaranting, that
29.	results in a party's inability to perform on the Close of Escrow date, the closing may be automatically extended by either party for a
30.	period of up to ten (10) business days after such quarantine or closure order is lifted, up to a maximum delay of thirty (30) days uplose
31.	the parties otherwise mutually agree to extend Close of Escrow. Upon the expiration of any automatic or agreed extension, either party
32.	may terminate this Agreement without any further liability to the other party, and the Earnest Money shall be immediately refunded to
33.	the Buyer.

Coronavirus/Covid-19 Addendum • March 2020
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BUYER BUYER
BUYER
BUYER

34. 
Buyer and Seller agree to mutually cancel the Contract and Buyer shall be entitled to a return of the Earnest Money.

35.	Addition	al Terms and Con	ditions;			
36.						
37.						
38.				· · · · · · · · · · · · · · · · · · ·		······································
39.	** * * * *					
40.						
41.	<del></del>					
42.						
43.	The undersig	gned agrees to the	modified or additional terms and co	nditions contair	ned herein and ackno	wledges receipt of a copy hereof.
44.						
	SELLER	BUYER	MO/DA/YR	<b>U</b> SELLER	BUYER	MO/DA/YR
45.						
	SELLER	BUYER	MO/DA/YR	0 seller	DBVYER	MO/DA/YB

For Broker Use Only:
Brokerage File/Log No Manager's Initials Broker's Initials Date
MO/DA/YR
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### **Cyber Security and Wire Fraud Policies and Procedures**

### This document is for informational purposes only.

# Brokers may choose to implement some or all of the below policies and procedures as they see fit for their brokerage.

#### BROKERS SHOULD USE THE BELOW INFORMATION ONLY AFTER HAVING CONSULTED INSURANCE AND LEGAL PROFESIONALS.

In order to protect yourself and your brokerage, the below provisions, which are not all-inclusive, are intended to assist Brokers in establishing office policies and procedures related to cyber security and wire fraud. These provisions are not a substitute for the retention of independent legal counsel. Brokers are strongly encouraged to seek the advice of an insurance professional regarding cyber fraud insurance coverage.

#### Overview

- Cyber security threats and wire fraud are on the rise. Criminals find creative ways to breach cyber security which could have negative results such as loss of montes, exposure of confidential information, identity theft, etc.
- The purpose of these policies is to outline the appropriate use of technology to safeguard business transaction files.

### **Cyber Security**

- 1. Passwords
  - a. Use strong passwords by making them unique and complex
  - b. Regularly change passwords
  - c. Do not use the same password for all accounts
- 2. Email Security
  - a. Do not open any suspicious emails, click on any links, or open any attachments; delete these emails
  - b. Clean out your email account on a regular basis
  - c. Use encrypted emails when sending sensitive or confidential information
- 3. Wireless Use Security
  - a. Use encrypted wireless for work matters
  - b. Stay away from free / unsecured Wi-Fi (i.e., coffee shops, hotels, libraries, restaurants)
  - c. Consider using a Virtual Private Network (VPN)
- 4. Use of Electronic Devices
  - a. Lock your screen or log out when you walk away from your device to prevent unauthorized access
  - b. Report stolen or lost devices
- 5. Software
  - a. Antivirus and firewall software should be regularly monitored and updated
  - b. Data should be backed up on several different platforms
- 6. Record Keeping/Disposal
  - a. Shred any and all documents that contain personal information such as account numbers, driver's license number, social security number, credit card, debit card numbers, etc.
- 7. Social Media
  - a. Do not post transactional information on social media such as names and addresses as this information may be used by criminals
- 8. Other Include any other items of importance

#### Wire Fraud

- 1. Client Discussions
  - a. Discuss with your client your communication practices so the client knows what to expect and can exercise caution if contacted by a different means than previously discussed
  - b. Provide a document to clients describing wire fraud risk
- 2. Transactional Wire Instructions
  - a. Prior to wiring funds, advise your client to contact the intended recipient via a verified telephone number to confirm the wiring information is accurate

- b. Advise your client not to respond to any emails changing wire instructions by replying to that email or calling the number contained in the email
- c. Consider including in your email signature a warning about wire fraud
  - NAR suggests the following:

**IMPORTANT NOTICE:** <u>Never trust wiring instructions sent via email.</u> Cyber criminals are hacking email accounts and sending emails with fake wiring instructions. These emails are convincing and sophisticated. <u>Always</u> independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. <u>Never</u> wire money without double-checking that the wiring instructions are correct.

- 3. Evaluate communications
  - a. Thoroughly review emails, texts and other forms of communications for typos and suspicious links
  - b. Do not click on links
  - c. Only call trusted phone numbers
- 4. Other Include any other items of importance

### **Reporting Cyber Crime**

- If you become aware of a breach of data or wire fraud, you should:
  - Contact the sender of the funds so that they can contact their bank to try to stop the funds from being delivered
  - o Notify your broker immediately
  - o Notify all affected parties so that they may take appropriate action
  - Change all of your passwords and usernames
- Following a breach, you as the broker may want to:
  - o Talk to an attorney as there may be notification laws
  - Contact the police
  - o Report the breach to the FBI Internet Crime Complaint Center at https://www.ic3.gov/default.aspx
  - Report the breach to your REALTOR<sup>®</sup> Associations

### Model COVID-19 Certification for Property Access

Premises Address:	Date of visit: 2020
Agent(s) for Seller/Landlord Present:	
Potential Buyer(s)/Tenant(s) Present:	
Agent(s) for Buyer/Tenant Present:	
Other Individual(s) Present:	_Role*:
Other Individual(s) Present:	_Role*:
Other Individual(s) Present:	_Role*:

\*i.e. - inspectors, appraisers, contractors or other transaction service providers

### Seller/Landlord authorizes access to the Premises to the individual(s) who have signed below.

Each person listed above certifies that <u>to the best of his or her knowledge</u> neither they, nor a member of their household, nor a person with whom they are in close contact:

- 1. Has experienced any cold or flu-like symptoms in the previous 14 days (fever, cough, sore throat, respiratory illness, difficulty breathing).
- 2. Is currently diagnosed with COVID-19.
- 3. Has a test pending for COVID-19.
- 4. Is currently under quarantine due to COVID-19 concerns.
- 5. Has had contact in the previous 14 days with someone diagnosed with COVID-19.
- 6. Has traveled in the previous 14 days to any location designated by the Centers for Disease Control as "having widespread ongoing transmission with restrictions on entry to the United States" and/or subject to a Level 3 travel health global pandemic notice.

This certification does not constitute a legally binding contract.

# ALL INDIVIDUAL(S) INTENDING TO ACCESS THE PROPERTY MUST SIGN AND PRINT YOUR NAME TO INDICATE YOUR CERTIFICATION OF ALL OF THE ABOVE:

Signature	Printed Name	
· · · · · · · · · · · · · · · · · · ·		

# Sample Preparedness Plan for Circumstances Relating to COVID-19

March 24, 2020

## **Decision Making Standard**

Ensure business continuity and delivery of first-class services while demonstrating care for staff [and member] welfare, reducing the risk of exposure to and spread of COVID-19, and fulfilling our mission and vision.

## **Telework Contingency Plan**

Due to the COVID-19 pandemic, staff [may, but are not required to,] [must] work remotely until further notice as we continue to monitor the situation.

## Plan to Address Staff Reports of COVID-19

Steps to follow IF a staff member or agent, in the case of a brokerage, has a confirmed case of COVID-19

KEY: Do not reveal the individual's identity in any communications.

- 1. A senior Human Resources representative (or SVP of Human Resources, if applicable) will immediately remove the infected individual (let's call him Sam) from the building. Ask for, but don't require, a doctor's note.
- 2. Report situation to Chief Executive Officer and building property managers. [CEO to inform leadership team executive committee or board of directors, as appropriate].
- 3. Ask Sam to identify who he came in contact with in the building within the last 10 days.
- 4. Require all individuals who work on the same floor as Sam to work remotely for 14 days. Encourage

exposed individuals to be tested.

- 5. Close the office to all employees and agents for 24 -48 hours to allow for proper cleaning of the office space.
- 6. Deep clean and sterilize the building.
- 7. Discreetly contact individuals identified by Sam not located on Sam's floor and require them to work

remotely for 14 days. Do not disclose Sam's identity. Encourage exposed individual to be tested.

8. A senior Human Resources representative (or SVP of Human Resources, if applicable) to send a prepared

and pre-approved email message to staff and agents informing them that an individual in the building has a confirmed case of COVID-19 and describing the steps the company is taking in response (i.e., require exposed individuals to work remotely for 14 days, evacuate floor/building, deep clean).

- 9. All other staff and agents in the building should be advised to practice social distancing and be allowed, but not required, to work remotely for 14 days following the announcement.
- 10. Chief Financial Officer to contact building property managers and insurance company to engage company to perform deep cleaning of affected spaces.
- 11. Chief Marketing Officer to send message to members [clients] regarding company's response to the situation.

Steps to follow IF a staff member or agent, in the case of a brokerage, has had direct contact within the past 14 days with an individual with a confirmed case of COVID-19 [but does not have it or show signs of sickness]

KEY: Do not reveal the individual's identity in any communications.

- 1. A senior Human Resources representative (or SVP of Human Resources, if applicable) will immediately remove the exposed individual from the building and require them to work remotely, if able, for a 14-day period. Encourage exposed individual to be tested.
- 2. Report situation to Chief Executive Officer and property managers. [CEO to inform leadership team executive committee or board of directors, as appropriate].
- 3. Allow individuals working on the exposed individual's floor to work remotely for a 14-day period, if desired.
- 4. A senior Human Resources representative (or SVP of Human Resources, if applicable) to send a prepared

and pre-approved email message to staff and agents informing them that an individual in the building has been exposed to an individual with a confirmed case of COVID-19 and describing

the steps the company is taking in response (i.e., require exposed individuals to work remotely for 14 days, evacuate floor, deep clean).

- 5. Chief Executive Officer to contact building property managers and insurance company to engage company to perform deep cleaning of affected spaces.
- 6. Chief Marketing Officer to send message to members [clients] and agents regarding the company's response to the situation.

Steps to follow IF staff or agent, in the case of a brokerage, returns from an area with confirmed cases AND exhibits signs of illness

- 1. The individual is not to report to the office, and if they do so, they should be immediately removed from the building.
- 2. Individual required to work remotely, if able, for a 14-day period. If individual is too ill to work, company's sick leave policies apply.
- 3. Ask, but do not require, a doctor's note to go out on sick leave or to return to work. If an individual has a confirmed case of COVID-19, you may require a return to work note, but you cannot be too prescriptive with regards to the format of the note (i.e., an email or a call from the doctor is sufficient).

# Steps to follow IF staff or agent, in the case of a brokerage, resides in a household with someone who has been quarantined

- 1. The individual is not to report to the office, and if they do they should be immediately removed.
- 2. Individual must immediately inform [name of senior Human Resources representative or SVP of Human Resources, if applicable] at [email and telephone number].

# Plan to Address Client Reports of COVID-19

Steps to follow IF an agent's seller client has a confirmed case of COVID-19 KEY: Do not reveal the seller client's identity or the property in any communication unless written consent is obtained.

 If the agent was in the physical presence of the seller client within the past 14 days, agent must immediately inform [name of senior Human Resources representative or SVP of [brokerage] Human Resources, if applicable] at [email and telephone number] that the agent was exposed to an individual with a confirmed case of COVID-19.

- Agent should attempt to obtain the seller client's written consent to disclose to any agent who toureu the client's property in the past 14 days that an individual residing at the property has a confirmed case of COVID-19. It may not be necessary to identify the name of the individual with the confirmed case, only the property location where an individual with a confirmed case of COVID-19 resides.
- 3. If the seller client's consent was obtained, the agent should immediately inform any agent who toured the seller client's property within the past 14 days that an individual with a confirmed case of COVID-19 resides at the property; agent should recommend that the buyer agent immediately inform their client that toured the property that they may have been exposed to COVID-19.
- 4. If seller client does not provide consent, agent should contact any agents that toured the property within the past 14 days to inform them that they toured a property where an individual with a confirmed case of COVID-19 resides, but should not disclose the specific property or individual involved.

### Steps to follow IF an agent's buyer client has a confirmed case of COVID-19 KEY: Do not reveal the buyer client's identity in any communication.

- If the agent was in the physical presence of the buyer client within the past 14 days, agent must immediately inform [name of senior Human Resources representative or SVP of [brokerage] Human Resources, if applicable] at [email and telephone number] that agent was exposed to an individual with a confirmed case of COVID-19.
- 2. Agent should immediately contact any agent representing a property the buyer client toured in the past 14 days to inform them that their buyer client has a confirmed case of COVID-19; agent should recommend that the seller agent immediately inform their client that they may have been exposed to COVID-19.

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# Ten Open House Precautions in the Era of COVID-19

The National Association of REALTORS® has asked agents to carefully consider the advisability of continuing to hold open houses at this time, especially based on recommendations from the Centers for Disease Control that gatherings of ten or more persons be avoided. Agents are not required to put themselves at risk and if you prefer not to hold an open house, that is your right, but your decision should be discussed with the seller.

If you are comfortable holding an open house, first have an honest conversation with your seller outlining the potential risks and ensure that they too are willing to proceed. Should the client express concern or opt to avoid holding an open house, their wishes must be honored. In that case, consider alternative marketing tactics such as virtual and video tours.

If after discussing these issues you and your client mutually agree to hold an open house, be sure to send an email to the client confirming the nature of your discussion and their decision to proceed. When the time comes, take the following easy steps to limit potential transmission of the virus.

- 1. Turn on all lights and lamps before the showing starts. This will ensure that anyone entering the home will not need to touch the numerous light switches found throughout a home.
- 2. Open all interior and exterior doors before showing the home to prospective buyers. Again, this will ensure that buyers are limiting physical contact as often as possible. Following the open house, it is recommended that the listing agent or seller wipe down and sanitize all doorknobs.
- 3. Bring hand sanitizer and request that buyers and their agents utilize it before entering the home.
- 4. Refrain from greeting others with a handshake.
- 5. Keep windows open throughout the home whenever the weather permits to let fresh air flow throughout the showing.
- 6. Prior to, and immediately following the showing, wipe down all frequently touched surfaces using disinfectant wipes. Additionally, avoid touching surfaces in the home whenever possible.

- 7. Ask anyone entering the home to remove their shoes or cover their shoes with disposable booties.
- 8. Request that prospective buyers maintain a distance of six feet or more. Consider posting a notice on the door stating that entrance will be limited, and visitors should wait outside in a queue that includes enough space for social distancing.
- 9. Request attendees to notify their agent if they become ill within two weeks of attending the open house. If an attendee does become sick or is diagnosed with COVID-19, communicate this to the homeowner and other attendees if possible.
- 10. Keep a list of everyone that attended the open house, including their contact information and the date and time at which they were present in the home. In the event of an infection, you may be asked to provide the information to local public health authorities so they may investigate further.

This article is of a general nature and is not intended as definitive legal advice. You should not act upon it without seeking independent legal counsel.

Tags: coronavirus; covid; open house

PREVIOUS POST: Arizona Housing Fund

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### The Latest REALTOR® News

A Twitter list by @AARSuccess



NAR Research

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NAR Chief Economist, Lawrence Yun, discusses the latest home sales numbers, how the coronavirus is affecting the housing market, and the factors that may offset some of the market uncertainties. ow.ly/smkN50z8clo

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## General Addendum







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Page 1 of 2

Form Serial Number: 017108-700158-7408241

Regarding the Contract/Agreement(Form Serial Number \_\_\_\_\_

dated (month) \_\_\_\_\_\_ (day) \_\_\_\_\_, (year) \_\_\_\_, between Buyer/Lessee,

, and Seller/Lessor,

, covering the

real property known as 4971 Hwy 294, Jacksonville, Ar. 72076

(the "Property"), the undersigned Buyer/Lesee and Seller/Lessor, in consideration for the covenants, agreements and promises made below and other good and valuable consideration, receipt and sufficiency being acknowledged, agree as follows:

In the event Closing cannot occur as scheduled due to circumstances related to the COVID-19 pandemic resulting in any party necessary to effect closing being unable to perform their respective obligations, Closing shall be automatically extended up to 7 days from the Closing Date established in Real Estate Contract Serial Number referenced above. All parties to be promptly notified in writing of such circumstances.

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Page 1 of 2



# COVID-19 Guide for Open Houses and Showings

At C.A.R., we are trying to keep REALTORS<sup>®</sup> informed about how COVID-19 impacts you and your clients. Our biggest priority is making sure you are taking every precaution to ensure the safety of yourself and your loved ones. Know that the decision to host an open house remains at the discretion of you and your seller. In addition, local government and health authorities may alter what is permissible in a given area at a given time. For example, in the Bay Area there should probably be no open houses held for the next three weeks. Here is a guide to help you and your clients understand the environment around open houses:

### **COVID-19 Guide for Open Houses and Showings**

Concerns over the spread of the COVID-19 are impacting the real estate industry and leaving agents and brokers with a host of questions, especially regarding showing property and holding open houses.

## What should I tell clients who are reluctant to hold an open house because they don't want people coming through their homes?

A real estate licensee should:

- Inform a seller that their wishes will be honored.
- Have an open and honest conversation about the possible impact that limiting access to the listed property could have on the amount of time it will take to sell, the eventual purchase price, and the marketing plan. Discuss feasible alternatives such as threedimensional interactive property scans, video tours and other methods to virtually tour a property.

- Ask the seller to put the instructions in writing, or the licensee should document the discussion and instruction and provide a copy to the seller.
- If the broker has a marketing plan and the broker's right to conduct open houses is an integral part of that marketing plan, that plan should be amended, in writing, following a property owner's instruction to limit access to the property.

## What exactly does the Residential Listing Agreement (RLA) authorize and permit in terms of marketing the property?

Paragraph 7 of the Residential Listing Agreement establishes the basic duties of the broker and seller. Paragraph 7A authorizes the broker to market the property by any method selected by broker, *unless seller gives broker written instructions to the contrary*. In paragraph 7B, the seller agrees to make the property available for showings, but that obligation is limited by the seller's duty to act in good faith to accomplish the sale of the property. Given the current environment surrounding COVID-19, a seller's legitimate concerns about strangers entering the property would most likely be a good faith objection to that marketing practice.

# If an open house is being held, what types of precautions should be taken?

If you do hold an open house, consider requiring the following: Ask visitors to disinfect their hands upon entering the home, limit the amount of people in the home, provide alcohol-based hand sanitizers at the entryway and soap and disposable towels in bathrooms. If you decide to do any cleaning at your client's home, be sure to check with your client in advance about any products you plan to use. After the open house, recommend that your client clean and disinfect their home, especially commonly touched areas like doorknobs and faucet handles.

# Can an agent inform their older clients of the Governor's recommendation to self-quaranting for those aged 65 or older?

Yes. Governor Newsom has suggested Californians take extensive precautions to avoid the spread of the coronavirus including the selfisolation of those aged 65 or over, as well as those with pre-existing conditions. The real estate licensee may bring this issue up with seller clients. As real estate licensees have a relationship with the community at large, informing sellers who are 65 or over of the self-quarantine guideline provides a service not only to the client but the public.

### Can a broker refuse to hold an open house or show a property?

Yes. As indicated above, the RLA authorizes the broker to market the property *by any method selected by the broker*. Given the current environment surrounding COVID-19, it would certainly be reasonable to refuse an open house or show a property. But the broker is agreeing under the terms of the RLA to exercise reasonable effort and due diligence to achieve the purpose of the listing — which is to sell the property. The broker should discuss alternative ways to market the property other than holding the open house.

Ultimately, a listing agreement employs a broker to sell the property. In both of these scenarios, a disgruntled seller may fire the broker, and then it would be at the discretion of a judge whether the seller had good cause to do so.

# What unique issues does coronavirus present to the real estate industry?

When an infectious disease, such as coronavirus, is associated with a specific population or nationality, fear and anxiety may lead to social stigma and potential discrimination. REALTORS<sup>®</sup> must be mindful of their obligations under the Fair Housing Act and California's own fair housing laws and be sure not to discriminate against any particular segment of the population. While the coronavirus outbreak began in Wuhan, China, that does not provide a basis for treating Chinese persons or persons of Asian descent differently.

# May I ask clients at an open house or others I interact with in my real estate business if they have any respiratory illness?

Yes. It is allowable to ask if the person has a cold, influenza or other contagious respiratory illness. Agents are not required to put themselves at risk. However, such questions must be directed at all clients equally. Otherwise, agents could face claims of discrimination on the basis of ethnicity, national origin, primary language or race.

# May I ask clients at an open house or others I interact with in my real estate business if they have recently traveled abroad?

Yes. However, real estate licensees should understand that they are not experts on where such outbreaks are occurring, nor should they be burdened with the task of constantly updating such knowledge. But in light of the coronavirus emergency, it may be reasonable to ask such questions. See the next question on how a screening question policy could be implemented.

Be aware, however, that such questions can lead to discrimination on the basis of ethnicity, national origin, primary language or race.

## The U.S Centers for Disease Control and Prevention (CDC) has issued Level 3 Travel Warnings for all of China, South Korea, Iran and most countries in Europe, and a Level 2 Travel Alert for *all other countries*. How does this fact impact a REALTOR<sup>®</sup>'s ability to inquire into a client or customer's travel activity?

The CDC's Travel Health Notices have two components. First, a Level 3 Health Warning advises against all non-essential travel. Secondly, for travelers returning from a Level 3 country, the CDC advises that a person stay home and avoid contact with others, and to not go to work or school for a period of 14 days. Here is the **CDC link for travelers**. A Level 2 Alert advises returning travelers to "limit contact with others and monitor your health for 14 days." (Even a Level 1 Watch advises a returning traveler to "Pay attention to your health … for 14 days after you leave.") Given the federal agency's documented advisories, a real estate licensee would not be exposed to a fair housing violation if the licensee relies on the most up-to-date information from the CDC before asking clients if they have traveled within the last 14 days to an affected country. The brokerage has discretion to permit its agents to ask this type of question.

Presently, the CDC's Level 2 Alert is a global warning. Travelers returning from any country abroad are advised to monitor their health and limit interactions with others for 14 days after returning to the United States.

## The Most Important Part of a Screening Policy:

To avoid potential fair housing issues, be sure to ask <u>all</u> clients the same screening questions.

# I typically drive my clients to showings. May I refuse to drive potential clients to see homes?

Yes. However, be sure that any change to your business practices is applied equally to all clients. You may refuse to drive clients who show signs of illness or reveal recent travel to areas of increased risk of the coronavirus (see the above three questions), or you may decide to stop driving clients in your car altogether and simply arrange to meet clients at a property. If you do continue to drive clients in your car, it is a good idea to frequently clean and disinfect surfaces like door handles and seatbelt latches, and to ask clients to use hand sanitizer when getting in and out of the car.

# Is a tenant required to allow entry into a property for purposes of showing it when the tenant fears being exposed to the coronavirus?

Yes, the tenant is required to allow entry. There is no law that would give the tenant the right to refuse entry based upon an unfounded fear that a prospective buyer might infect them with the coronavirus. If the tenant is refusing entry on this basis, then the agent may obtain a statement from the prospective buyer that they have?no signs of any cold, flu or other respiratory illness. This may reassure the tenant. But whether or not such a statement is given to the tenant, the tenant would still be required to allow entry.

Ultimately, an agent needs the cooperation of the tenant since the legal remedy against a tenant who refuses entry is to evict through an Unlawful Detainer action. This can be a lengthy and cumbersome process that most sellers are simply not going to undertake.

### Is there a current moratorium on evicting a tenant?

There is no statewide moratorium, but there may be some localities that have imposed a freeze on all evictions. The Governor's state of emergency prohibits price gouging in the form of increasing rents above 10 percent. But the declaration of emergency on its own does not freeze evictions.

Landlords should carefully monitor laws passed at the local level since many cities are currently considering the adoption of a moratorium on evictions.

### Can a landlord evict a tenant who is suffering from the coronavirus?

First, the statewide just cause eviction law does not list infectious illness as one of the 15 just cause reasons on which an eviction may be based. But even if the property were exempt from the state just case eviction law, a landlord could not evict on this basis since it would likely constitute illegal discrimination.

Additional Resources:

## Governor Newsom Issues New Executive Order Further Enhancing State and Local Government's Ability to Respond to COVID-19 Pandemic

NAR's Coronavirus: A Guide for REALTORS®

# C.A.R.'s Update: Impact of coronavirus on California's housing market

### CORONAVIRUS ADDENDUM/AMENDMENT

(Form CVA, 3/20)

The following terms and conditions are hereby incorporated in and made a	a part of or, as applicable, an amendment to, the
Purchase Agreement or  Other	dated
(the "Agreement") on property known as	("Property")
in which	is referred to as Buyer
and	is referred to as Seller.

From time to time, events overtake the ability of the parties to a contract to allocate the risk of nonperformance. Such events are often addressed by a "Force Majeure Clause" allowing a party to suspend or terminate performance when circumstances which the parties could not have anticipated, or which are beyond their control make performance of the contract impossible or impracticable.

The current world-wide Coronavirus (COVID-19) pandemic has had unprecedented impacts on real estate transactions, including, but not limited to, travel restrictions, self-imposed and governmentally required isolations, and closures of both governmental and private offices required to fund, close and record real estate transactions.

Accordingly, in the event complying with the Close Of Escrow is not possible or practical as a result of unforeseen circumstances related to the COVID-19, such as Buyer's or Seller's inability to travel to sign documents, closings of or delays in related government and business services, including for example delays by or closing of lenders, title/escrow, county assessor/ recorder, or otherwise (hereinafter "Unforeseen Circumstances") the Parties Agree as follows. All other provisions of the Agreement remain in full force and effect:

- 1. Buyer and Seller agree to postpone Close Of Escrow by up to 30 or \_\_\_\_ Days to accommodate Unforeseen Circumstances, after which either Party may cancel the Agreement and Buyer's deposit shall be returned to Buyer, minus fees and costs incurred by Buyer.
- 2. □ If checked: Buyer and Seller agree notwithstanding that Buyer may have removed their loan contingency, if Buyer's inability to fund their loan and Close Escrow is due to Buyer's loss of income from COVID-19 related issues, then either Party may cancel the Agreement and Buyer's deposit shall be returned to Buyer, minus fees and costs incurred by Buyer.
- 3. □ If checked: Buyer and Seller agree to mutually cancel the Agreement and Buyer's deposit shall be returned to Buyer, minus fees and costs incurred by Buyer.

4. Other:

\_\_\_\_\_

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept and have received a copy of the Addendum.

Date	Date
Buyer	Seller
Buyer	Seller

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- 2. If checked: Buyer and Seller agree notwithstanding that Buyer may have removed their loan contingency, if Buyer's inability to fund their loan and Close Escrow is due to Buyer's loss of income from COVID-19 related issues, then either Party may cancel the Agreement and Buyer's deposit shall be returned to Buyer, minus fees and costs incurred by Buyer. No NBP or DCE shall be required.
- 3. □ If checked: Buyer and Seller agree to mutually cancel the Agreement and Buyer's deposit shall be returned to Buyer, minus fees and costs incurred by Buyer.

4. Other:

CALIFORNIA

ASSOCIATION

OF REALTORS®

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept and have received a copy of the Addendum.

Date	Date
Buyer	_ Seller
Buyer	Seller

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CVA 3/20 (PAGE 1 OF 1)

1 2		he Colorado Bar Association for use by Real Estate Brokers in Colorado in accordance with any This form has NOT been approved by the Colorado Real Estate Commission. (COVID19-3-20)		
3 4 5	THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.			
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7		COVID-19 ADDENDUM		
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18		amends the terms of the Contract to Buy and Sell Real Estate dated as of		
19		tered between the Buyer and the Seller ("Contract"). All terms of the		
20	-	herein by reference. If the box next to a provision is checked, the provision		
21	becomes part of the Contra	act.		
22				

1. COVID-19 Shutdown Extension. In the event, due to COVID-19, a government entity (e.g.: 23 Clerk and Recorder, etc.) or any third-party providing services or required information in 24 connection with the Contract (e.g.: lender, appraiser, title company, surveyor, Owner's 25 Association, etc.) ("Settlement Service Provider") closes its offices, suspends operations or 26 otherwise prevents the Buyer and/or the Seller from timely performing under the Contract as 27 originally contemplated, the outstanding Dates and Deadlines in Section 3.1. of the Contract, will 28 each be extended by the Delay Period starting on the date the Buyer and/or Seller are once again 29 able to perform. For example: If the Delay Period was fourteen (14) days and the Appraisal 30 Deadline was scheduled for March 30, 2020, but the appraiser is unable to appraise the property 31 due to a COVID-19 shutdown, the Appraisal Deadline, Appraisal Objection Deadline, Appraisal 32 Resolution Deadline, Closing Date and any other deadline that has not passed in Section #3.1 33 would all be extended 14 days. The new Appraisal Deadline would be April 14, 2020. The parties 34 understand that, for unforeseen reasons, there could be more than one Delay Period and that 35 two or more Delay Periods might overlap. However, if Buyer and/or Seller is prevented from 36 closing within \_\_\_\_\_ days from the original Closing Date due to governmental entities' and/or 37 Settlement Service Providers' delays, this Contract terminates and, per Section 25.2 of the 38 Contract, all Earnest Money will be returned to the Buyer. Nothing in this section prevents Buyer 39 and Seller from mutually agreeing to amend or extend, in writing, any deadline or other provision 40 in the Contract. 41

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43 44 45	2.	quarantine, mandatory qu "Quarantined") in accordan	arantine or sh ice with Colorad	e event either Buyer or Seller is subje elter in place or equivalent order ( do or federal recommendations conce	"Quarantine" or erning COVID-19,
46				in Section 3.1. of the Contract will be	
47				uarantined party receives written i	
48				ay Period was fourteen days (14) and	
49				t the Buyer sends written notice t	
50				e extended to April 13, 2020. Nothing	
51				performance under the Contract as a	
52				orm the terms of the Contract in per	
53				nake other accommodations (e.g.: po	
54		non-contact closing, etc.).	Nothing in th	is section prevents Buyer and Selle	r from mutually
55		agreeing to amend or exte	end, in writing,	any deadline or other provision in t	he Contract. By
56		signing below, both Buyer a	nd Seller waive	all confidentiality Buyer and Seller ma	y have regarding
57		COVID-19.			
58					
59	All	other terms and conditions	of the Contract	remain the same.	
60					
61 62					
63	Seller:			Buyer:	
64					
65					
66 67	Signate	170	Date	Signature	Date
68	Signati	are	Dute	Signatore	<b>D</b> dite
69					
70					
71 72	Signati	ure	Date	Signature	Date




## ADVISORY NOTICE TO BUYERS AND SELLERS OF REAL ESTATE Related to COVID-19 Connecticut REALTORS®

The current worldwide Coronavirus (COVID-19) pandemic has had unprecedented impact on real estate transactions, including, but not limited to, travel restrictions, self-imposed and government required isolation, and closures of both governmental and private offices required to fund, close and record real estate transactions.

The real estate industry has remote options available for many steps in the transaction process to assist you and transactions. Those may include: virtual tours and showings of properties, communicating through readily available electronic means, such as, FaceTime, Zoom and other technologies, removing in-person meetings when not required such as attendance by all parties at closings, and more. REALTORS® are committed to assisting you in manners that make you comfortable to proceed.

Additionally, existing clauses related to extensions in real estate contracts and addenda cover the potential for personal circumstances and transactional delays, such as those resulting from COVID-19.

- **Delays:** Should the contract need an extension due to potential timing difficulties with appraisals, home inspections, home inspection reports, title searches or mortgages, a contract extension may be executed. You will want to discuss your possible options with your REALTOR®, Attorney and Lender.
- Loss of job: If your financial circumstances change, you should immediately discuss any potential impact with your REALTOR®, Attorney and Lender.
- **Continued communication:** Any additional concerns or issues that arise should be discussed with your REALTOR®, Attorney and Lender. Continued communication is the best way to ensure the transaction and timeline are as efficient and smooth as possible.

By signing below, I acknowledge receipt of this Advisory.

Name Printed

Name Printed

Signature

Signature

Date

Date





### CORONAVIRUS ADDENDUM Connecticut REALTORS<sup>®</sup>



The following terms and conditions are hereby incorporated in and r	made a part of or, as applica	able, an amendment to, the Real
Estate Purchase Contract or [ ] Other	dated	(the "Agreement") on
property known as		("Property") between
		("Buyer") and
		("Seller").

The current worldwide Coronavirus (COVID-19) pandemic has unprecedented impacts on real estate transactions, including, but not limited to, travel restrictions, self-imposed and governmentally required isolations, and closures of both governmental and private offices required to fund, close and record real estate transactions.

Accordingly, in the event compliance with the agreed upon closing date is not possible or practical as a result of unforeseen circumstances related to COVID-19, such as closings or delays related to government and business services, including but not limited to delays by or closing of lenders, title insurance companies, appraisers, inspectors, town land records offices, closing attorneys or otherwise (hereinafter "Unforeseen Circumstances"), the Parties agree as follows:

### All other provisions of the Agreement remain in full force and effect.

1. Buyer and Seller agree to postpone closing by up to 14 or \_\_\_\_\_ Days to accommodate Unforeseen Circumstances, after which either Party may cancel the Agreement and Buyer's deposit shall be returned to Buyer. Throughout the term of the contract, including during the extension period agreed to herein, the Parties agree to use best efforts and act in good faith, including but not limited to identifying alternatives to an affected contingency or closing service in order to move the transaction towards the closing as quickly and efficiently as possible.

2. Other:

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept and have received a copy of the Addendum.

Date	Date
Buyer	Seller
Buyer	Seller





### CORONAVIRUS ADDENDUM Connecticut REALTORS<sup>®</sup>



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Date	Date
Buyer	Seller
Buyer	Seller







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Name Printed

Name Printed

Signature

Signature

Date

Date



### SIGHT UNSEEN ADDENDUM Connecticut REALTORS<sup>®</sup>

Subject Property Address:	
Seller(s):	
Buyer(s):	
Seller's Broker Firm:	
Buver's Broker Firm:	

Buyer understands and accepts that he/she is buying the Subject Property without ever physically viewing, or alternatively, only having seen the Subject Property via electronic or virtual telecommunications methods (all of which are cumulatively referred to as "Sight Unseen"). Buyer is provided ample time to do all inspections per the contract and to complete all due diligence available pertaining to the purchase of the Subject Property. It is Buyer's exclusive discretion as to whether or not Buyer chooses to have inspections performed.

Buyer further acknowledges a professional inspection by a licensed inspector is strongly recommended. Failure to have the Subject Property professionally inspected may impact the value, usability, desirability and enjoyment of the Subject Property.

Buyer agrees to hereby release and hold harmless the Seller and both Brokers listed above, including Broker's agents and assigns, from any and all claims of any nature or kind whatsoever arising from or connected with Buyer's decision to purchase the Subject Property Sight Unseen.

All other terms and conditions of the Purchase Contract remain unchanged and in full force and effect.

Buyer	Date
Buyer	Date
Seller	Date
Seller	Date



### SIGHT UNSEEN ADDENDUM Connecticut REALTORS<sup>®</sup>

Subject Property Address:	
Seller(s):	
Buyer(s):	
Seller's Broker Firm:	
Buver's Broker Firm:	

Buyer understands and accepts that he/she is buying the Subject Property without ever physically viewing, or alternatively, only having seen the Subject Property via electronic or virtual telecommunications methods (all of which are cumulatively referred to as "Sight Unseen"). Buyer is provided ample time to do all inspections per the contract and to complete all due diligence available pertaining to the purchase of the Subject Property. It is Buyer's exclusive discretion as to whether or not Buyer chooses to have inspections performed.

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All other terms and conditions of the Purchase Contract remain unchanged and in full force and effect.

Buyer	Date
Buyer	Date
Seller	Date
Seller	Date



### SIGHT UNSEEN ADDENDUM Connecticut REALTORS<sup>®</sup>

Subject Property Address:
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Buyer(s):
Seller's Broker Firm:
Buyer's Broker Firm:

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Buyer	Date
Buyer	Date
Seller	Date
Seller	Date





### ADDENDUM **REAL ESTATE PURCHASE CONTRACT** Greater Hartford Association of REALTORS®



of

This Addendum is with respect to the Real Estate Purchase Contract (the "Contract") dated between (Buyer(s)) and (Seller(s)) concerning the Property located at

Eric Gregan

COVID-19 Impacts: The Time for Performance may be extended by either Party by written notice for an Excused Delay which materially affects the Party's ability to close or obtain financing. As used herein an Excused Delay means a delay caused by an Act of God, declared state of emergency or public health emergency, pandemic (specifically including COVID-19), government mandated quarantine, war, acts of terrorism, and/or order of government or civil or military authorities. Notwithstanding anything to the contrary contained in this Agreement, if the Time for Performance is extended, and if BUYER'S mortgage commitment or rate lock would expire prior to the expiration of said extension, then such extension shall continue, at BUYER'S option, only until the date of expiration of BUYER'S mortgage commitment or rate lock. BUYER may elect, at its sole option, to obtain an extension of its mortgage commitment or rate lock. Not withstanding the foregoing, said Extension shall not exceed \_\_\_\_\_ number of days.

BUYER Aracellie Delgado 👼	SELLER
03/17/2020 12:50 AM GMT	Date:
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FRA Blanchard & Rosetto Inc. 189 West Center Street Manchester. CT 06040	Phone: 860-883-5879 Eav: 860-647-7873 Untitle

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## ADVISORY NOTICE TO BUYERS AND SELLERS OF REAL ESTATE Related to COVID-19 Connecticut REALTORS®

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Date





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2. Other:

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Date	Date
Buyer	Seller
Buyer	Seller



## Advisory Guidance for Safe Practices for Property Management Office and Rental Agents for

## **Residential Landlord Tenant Rentals in Delaware** to Comply with the State of Emergency

## as declared for our safety by Governor Carney.

## <u>This has been reviewed through the Division of Small Business which has the</u> <u>authority to issue clarifications of the Declaration of Emergency Concerning</u> <u>Essential Businesses.</u>

## Your actions impact your neighbors and your neighbors' actions impact you It is your duty to protect yourself, your clients and customers.

- 1. As an Essential Business under the Declarations we have the privilege of continuing to manage rental properties and rent units covered by the Delaware Residential Landlord Tenant Code. With privilege comes responsibility. It is **your** responsibility to follow these guidelines. If you do not, we risk all being shut down completely.
- 2. Your property management office may remain open, with the doors locked. Managers, bookkeeping, administrative and maintenance staff are permitted to be in the office for the purpose of maintaining "Minimal Basic Operations including Emergency Maintenance or Repairs as defined below". Property Managers may process necessary financial information and respond to time sensitive items, preferably by electronic means. Call center employees may need to be in the office to handle the current volume of calls for cancellations and the occasional new rental. If possible these calls should be automatically forwarded to employees working remotely. However, if there are others in the office, practice physical distancing and CDC Guidelines. Rental Agents may stop in the office to get supplies and drop off papers. Follow your Employers Rules about office access.
- 3. YOUR RENTAL OFFICE IS CLOSED. DO NOT TAKE THE PUBLIC TO YOUR RENTAL OFFICE. Your rental office should be closed for all face to face interaction. Rental agents should refrain from spending time in the office and should work remotely making maximum use of electronic tools to facilitate rentals, renewals of rentals and the acceptance of terminations from tenants. Rental applicants, and current renters should not be allowed access to your office for any reason. Keep the front door to the office locked so you can ensure limited access to the office.
- 4. Complete paperwork electronically except when it is absolutely necessary to have a "wet" signature. Whenever possible, utilize counterpart signing arrangements.
- 5. Instead of personal viewings of rental units you should encourage the use of virtual tools such as high-quality photographs of rentals, virtual tours, and interactive floor plans to replace in person showings and limit the number of units that must be viewed in person.
- 6. Avoid all in person showings of rental units. Only allow personal inspections by applicants of un-occupied units. If there is a need to show a rental unit, for instance to allow a disabled applicant to make sure the unit is accessible to the applicant, limit your contact to opening the door to allow the applicant access, wash your hands, wear gloves. Do not use the bathroom facilities, and the rental agent should only spend enough time near the entry to the unit, to allow the prospective tenants to view what they need to see

in the rental unit. Rental Agents should go outside, or into an open area and stand apart from the prospective renters to have conversations about the rental unit.

- 7. You may continue your property management functions such as accepting deposits, arranging for emergency maintenance or repairs, cleaning, and allowing those contractors access to your properties. However, arrange to provide keys without contractors coming into your office space.
- 8. All internal common areas are closed to residents. No packages are to be accepted by management staff for residents.
- 9. Do everything you can to keep yourself healthy and teach others how to stay healthy. Follow CDC guidelines.
- 10. Maintenance work should be limited to Emergency work and move in preparation only.<sup>1</sup>
- 11. For renters who have already been accepted, executed their rental agreement and made all payments necessary to take occupancy the property manager or rental agent should make arrangements through electronic communication for the new resident to receive a key and gain access to the rental unit. If the rental unit is in a multi-unit building, the property should provide safe move in guidelines to the new resident to be in use at all times during the move-in. Those safe move-in guidelines should be executed by the new residents and shall constitute an amendment to the rules and regulations of the community for the duration of the State of Emergency.
- 12. Don't socialize face to face with applicants or approved residents or others in the transaction. Avoid fact to face contact if at all possible. Keep your time together to a minimum. For transactions that occur that occur which require a wet signature, at the conclusion of the execution of the documents all items that have been touched should be sanitized consistent with CDC guidelines. Be social by phone and other electronic means.
- 13. Use social media to show you are acting responsibly in compliance with the Governor's Orders and this Advisory Guidance, and not to entice people to leave their homes to visit the property. Remember they are subject to an order to "shelter in place of residence".
- 14. As a property manager, who works for other property owners who want to rent their homes, you can take new rental listings or execute property management agreements. If at all possible this process should be completed either electronically or through the mail. If that process absolutely requires a face to face meeting with the owner of the property, have the meeting outside away from your office and follow CDC guidelines, at all times.
- 15. For renters who want to make application to rent, you can negotiate and execute new rental agreements consistent with the above listed safe practices.
- 16. You can continue to advertise available rental units.
- 17. Renters may travel to Delaware to execute a rental agreement. Renters must practice physical distancing, instructions from the rental agent, and CDC guidelines while in Delaware. They may leave Delaware after executing the rental agreement and any other necessary documentation.
- 18. If renters are going to stay in Delaware after executing a rental agreement they must bring 14 days of food and provisions with them to be able to stay in the rental unit for 14 days. Renters who have traveled from out of state and are taking occupancy of a rental unit are prohibited from leaving the rental unit to go to the grocery store and must follow all other provisions of the State of Emergency. If the Property Manager or the rental

<sup>&</sup>lt;sup>1</sup> See, the attached <u>Emergency Repairs and Maintenance Safe Practices during the State of Emergency.</u>

agent is aware of violations of the self-quarantine by renters they must report the violation to law enforcement.

- 19. Display a positive attitude to help people through this. Do not panic, stay informed, and use your best judgment and common sense.
- 20. Property managers and rental agents who live out of state may come to Delaware only as necessary for the completion of their job duties, but then most promptly return home.

Advisory Guidelines for Safe Practices for Property Management Companies and Owner managed Residential Landlord Tenant Code Properties in Delaware to Comply with the State of Emergency for our safety by Governor Carney. This has been reviewed through the Division of Small Business which has authority to issue clarifications of the Declaration of Emergency concerning Essential Businesses.

## **EMERGENCY REPAIRS AND MAINTENANCE SAFE PRACTICES**

As a safe practice only emergency maintenance or repairs will be made during the Declaration of the Delaware State of Emergency.

Emergency maintenance or repairs are defined as follows:

For the duration of the State of Emergency the following list are emergency maintenance or repairs that require immediate response:

- Maintenance and repairs necessary to prepare a rental unit for immediate occupancy;
- Water lines and/or heat lines broken;
- Leaking pipes;
- Drains backing up;
- Toilet not working (unless there is a functioning second bathroom in the apartment);
- No water;
- No hot water Central water heaters or boilers require immediate attention as it affects numerous residents. Individual water heaters can wait until the next day UNLESS they are leaking;
- Complete electrical failure of apartment/sparking outlets;
- Elevator is stuck or not operating (call elevator company but go out to property for residents);
- Building power failure (regardless of surrounding area power outages);
  - o Check for emergency generators;
  - o Check elevators;
- Emergency generator running;
- Main entry doors or locks are stuck or broken;
- Building fire alarm is going off for any reason;
- Apartment doors or windows broken;
- Wind/storm damage;
  - In the event of major damage, alert your property manager to contact <u>the</u> <u>company's main office emergency number;</u>
- Smell of gas;
- No heat/AC;
  - If the weather is extremely hot or cold, maintenance is required to respond quickly to AC/heat calls. If a resident of the apartment is elderly, very young or sick they will require immediate attention;
  - Be sure to set the expectations of the resident before coming out for the call. Let the resident know that the issue may not be fixed immediately, that

there is a chance only a temporary fix will be completed (ex: a space heater is placed in the bedroom) until the next working day;

- Fridge not working;
  - A second person may be needed to replace a fridge on weekends that cannot wait; this is in accordance with safety regulations that two people are required to move fridges;
- Pest issues related damage or safety issues;
  - Technicians are expected to respond to emergency calls for bats and squirrels and a claim of bed bugs;
  - Birds can wait until the next day unless they pose a real threat; instruct residents to open a window so they can get out;
  - On-call personnel should contact animal control for any raccoon, skunk, feral cat or possum issues;
- Lock outs;

This list is not complete but meant to exemplify the most common maintenance or repair emergencies our technicians encounter. Use your best judgement during emergency calls and always err on the side of caution. You should wear gloves at all times during emergency repairs or maintenance. Anything that might cause damage to the property or residents will always be considered an emergency maintenance call.

You should at all times comply with CDC recommendations during ALL emergency repairs or maintenance. If you have any questions about what a safe practice is you instructed to call your supervisor of the property manager before starting work.

Maintenance should always be dressed in company uniform and carry company ID when responding to an emergency maintenance or repair call.

All applicable and recommended COVID-19 precautions must be taken before during and after every emergency service call. Report any indication of Virus within the rental unit immediately to your supervisor.

You are not permitted, nor are you required to go into a rental unit where the tenant(s) have indicated they may have the COVID-19 virus, or that they have been in contact with someone who has been tested as positive for the Virus. Contact the manager on duty to have appropriate sanitation of the unit consistent with CDC recommendations planned and implemented.

## <u>Advisory Guidance for Safe Practices for</u> <u>Real Estate Agents in Delaware handling Short Term Rentals</u> <u>to Comply with the State of Emergency</u> <u>declared for our safety by Governor Carney.</u> This has been reviewed through the Division of Small Business which has the

## authority to issue clarifications of the Declaration of Emergency concerning Non-Essential Businesses.

### Your actions impact your neighbors and your neighbors' actions impact you It is your duty to protect yourself, your clients and customers.

- 1. We have the privilege of continuing a limited amount of real estate practice. With privilege comes responsibility. It is **your** responsibility to follow these guidelines. If you do not, we risk all being shut down completely.
- 2. YOUR OFFICE IS CLOSED. You can work from home. DO NOT ALLOW PUBLIC ACCESS TO YOUR OFFICE. Managers, bookkeeping, administrative, and maintenance staff are permitted to be in the office only for the purpose of maintaining "Minimum Basic Operations". Call center employees may need to be in the office to handle the current volume of calls for cancellations and the occasional new rental. However, if there are others in the office, practice physical distancing and CDC guidelines. Follow your broker's rules about limiting office access.
- 3. Do everything you can to keep yourself healthy and teach others how to stay healthy. Follow CDC guidelines.
- 4. Complete paperwork electronically except when necessary to have a "wet" signature. Whenever possible, utilize counterpart signing arrangements.
- 5. It is recognized that the field of short-term rentals has very little physical contact with the public. However, for the rare occasion when a prospective renter wants to physically see a property, prescreen to make sure they have a need to look at the property now rather than waiting. Potential renters from out of state may not come to Delaware to look at properties.
- 6. Use virtual tools such as high-quality photographs of rentals, virtual tours, and interactive floor plans to replace initial showings and limit the number of properties that must be viewed in person.
- 7. While showing a rental, wash your hands, wear gloves, do not use the bathroom facilities, and only spend enough time for the renters to view what they need to in the property. Go outside or in an open garage and stand apart to have conversations about the property.
- 8. You may continue your property management functions such as accepting deposits, arranging for maintenance, cleaning, etc. and allowing those contractors access to properties. However, arrange to provide keys without contractors coming into your office space.
- 9. Don't socialize face to face with your clients and others in the transaction. Keep your time together to a minimum. Be social by phone and other electronic means.
- 10. Use social media to show you are acting responsibly in compliance with the Governor's orders and this Advisory Guidance, and not to entice people to leave their homes. Remember they are subject to an order to "shelter in place of residence".

- 11. For owners who want to rent their homes, you can take and advertise new rental listings or property management agreements. If that process involves meeting with the owner at the property, follow CDC guidelines.
- 12. For renters who want to rent, you can negotiate new lodging/rental agreements for after the State of Emergency is lifted.
- 13. For renters who signed rental agreements prior to March 12th, they may still come to the rental property, but they must come prepared to self-quarantine for 14 days. They must bring 14 days of food and provisions with them to be able to stay in the property for the shorter of 14 days or until the rental ends. They are prohibited from leaving the property to go to the grocery store or to get take-out food and must follow all other provisions of the State of Emergency. If the rental agent is aware of violations of the self-quarantine, the rental agent must report the violation to law enforcement. Extensions may not be made unless they are an "essential guest" or their place of residence has enacted inbound travel bans, making them a traveler stranded by restrictions. They are still required to pay for any extended time period of rental. This is all further explained on the FAQ related to new lodging restrictions from the Delaware Division of Small Business.
- 14. New rentals during the State of Emergency may only be made to "essential guests" as explained on the FAQ from the Delaware Division of Small Business.
- 15. Display a positive attitude to help people through this. Do not panic, stay informed, and use your best judgment and common sense.
- 16. Real estate agents licensed in Delaware but who live out of state may come to Delaware only as necessary for real estate practice, but then must promptly return home.

Advisory Guidance for Safe Practices for Manufactured Home Sales Agents in Delaware to Comply with the State of Emergency Declared for our safety by Governor Carney

## <u>This has been reviewed through the Division of Small Business which has the</u> <u>authority to issue clarifications of the Declaration of Emergency concerning</u> Non-Essential Businesses

## Your actions impact your neighbors and your neighbors' actions impact you It is your duty to protect yourself and your clients

- We have the privilege of continuing a limited amount of sales of Manufactured Homes. With privilege comes responsibility. It is **your** responsibility to follow these guidelines. If you do not, we risk all being shut down completely.
- 2. No open houses. No Broker or Real Estate Agent opens.
- 3. You can do what is necessary to complete sales in final stages prior to the Delaware state of emergency.
- 4. YOUR HOME SALES OFFICE IS CLOSED. You can work from home. DO NOT TAKE THE PUBLIC TO YOUR OFFICE. Managers, bookkeeping, administrative, and maintenance staff are permitted to be in the office only for the purpose of maintaining "Minimum Basic Operations".
- 5. Do everything you can to keep yourself healthy and teach others how to stay healthy. Follow CDC guidelines.
- 6. Offer sellers of Manufactured Homes the opportunity to continue with showings or to change the status to Temporarily Off Market.
- 7. Suggest Sellers and Buyers sign the COVID-19 addendum to Agreement of Sale to allow for delays in the transaction. See sample First State Manufactured Home Association form for this.
- 8. Complete paperwork electronically except when necessary to have a "wet" signature. Whenever possible, utilize counterpart signing arrangements.
- 9. Keep physical contact with other people to a minimum. When physical contact with other people is necessary, maintain a six foot separation between you.
- 10. When possible, don't meet in confined spaces unless they have been disinfected. Meet outside if possible.
- 11. Wash your hands before you leave home and when you return. Keep hand sanitizer in your vehicle to use when returning to your car.
- 12. Disinfect your steering wheel, seat belt latches, handles, and controls.
- 13. Do not drive customers or clients in your vehicle. They should drive alone in another vehicle or with people they already have been in recent contact with such as family members or roommates.
- 14. Disinfect your phone and keyboard regularly. Do not loan your phone to someone else.
- 15. Disinfect where you met with someone after the meeting.
- 16. Prescreen potential buyers to make sure they have a need to look for a Manufactured home now rather than waiting.

- 17. Do not physically meet with potential buyers or set up showings unless they are prequalified or pre-approved for their financing or offer proof of ability to buy without borrowing.
- 18. Use virtual tools such as high-quality photographs of listings, virtual tours, and interactive floor plans to replace initial showings and limit the number of Manufactured homes that must be viewed in person.
- 19. While showing a Manufactured home, wear plastic disposable gloves and only spend enough time for the buyers to view what they need to in the Manufactured home. If the home is not furnished, avoid going inside with the potential buyer. Go outside or in an open garage and stand apart to have conversations with buyers about the Manufactured home.
- 20. Respect Sellers' requests while showing the Manufactured home such as washing your hands if invited to do so, wearing plastic gloves, and do not use the bathroom facilities of an occupied Manufactured home and if you do use the bathroom disinfect the area after using.
- 21. Don't socialize face to face with your clients and others in the transaction. Keep your time together to a minimum. Be social by phone and other electronic means.
- 22. Don't go to home inspections. If the Buyer cannot be there then require the inspector to take photographs of all areas of the home that are inspected.
- 23. Don't meet the appraiser at the home. Send information to the appraiser electronically.
- 24. Don't go to settlement unless your presence is required by the settlement lawyer. Join settlement by facetime or other electronic means if you want to be part of the process.
- 25. Use social media responsibly and do not entice people to leave their homes. Remember they are subject to an order to "shelter in place of residence".
- 26. For sellers who need to list their Manufactured homes, you can take new listings.
- 27. For buyers who need to buy a Manufactured home you can negotiate Agreements of Sale.
- 28. Display a positive attitude to help people through this. Do not panic, stay informed, and use your best judgment and common sense.

## Advisory Guidance for Safe Practices for Real Estate Agents in Delaware to <u>Comply with the State of Emergency</u> <u>Declared for our safety by Governor Carney</u> This has been reviewed through the Division of Small Business which has the

## <u>authority to issue clarifications of the Declaration of Emergency concerning</u> <u>Non-Essential Businesses</u>

## Your actions impact your neighbors and your neighbors' actions impact you It is your duty to protect yourself and your clients

- 1. We have the privilege of continuing a limited amount of real estate practice. With privilege comes responsibility. It is **your** responsibility to follow these guidelines. If you do not, we risk all being shut down completely.
- 2. No open houses. No Broker opens.
- 3. You can do what is necessary to complete sales in final stages prior to the Delaware state of emergency.
- 4. YOUR OFFICE IS CLOSED. You can work from home. DO NOT TAKE THE PUBLIC TO YOUR OFFICE. Managers, bookkeeping, administrative, and maintenance staff are permitted to be in the office only for the purpose of maintaining "Minimum Basic Operations". Agents may stop in the office to get supplies and drop off papers. Follow your broker's rules about office access.
- 5. Do everything you can to keep yourself healthy and teach others how to stay healthy. Follow CDC guidelines.
- 6. Offer sellers the opportunity to continue with showings or to change the status to Temporarily Off Market. See sample DAR form for this.
- 7. Suggest Sellers and Buyers sign the COVID-19 addendum to Agreement of Sale to allow for delays in the transaction. See sample DAR form for this.
- 8. Complete paperwork electronically except when necessary to have a "wet" signature. Whenever possible, utilize counterpart signing arrangements.
- 9. Keep physical contact with other people to a minimum. When physical contact with other people is necessary, maintain a six foot separation between you.
- 10. When possible, don't meet in confined spaces unless they have been disinfected. Meet outside if possible.
- 11. Wash your hands before you leave home and when you return. Keep hand sanitizer in your vehicle to use when returning to your car.
- 12. Disinfect your steering wheel, seat belt latches, handles, and controls.
- 13. Do not drive customers or clients in your vehicle. They should drive alone in another vehicle or with people they already have been in recent contact with such as family members or roommates.
- 14. Disinfect your phone and keyboard regularly. Do not loan your phone to someone else.
- 15. Disinfect where you met with someone after the meeting.
- 16. Prescreen potential buyers to make sure they have a need to look for a home now rather than waiting.

- 17. Do not physically meet with potential buyers or set up showings unless they are prequalified or pre-approved for their financing or offer proof of ability to buy without borrowing.
- 18. Use virtual tools such as high-quality photographs of listings, virtual tours, and interactive floor plans to replace initial showings and limit the number of homes that must be viewed in person.
- 19. While showing a home, wear gloves and only spend enough time for the buyers to view what they need to in the home. Go outside or in an open garage and stand apart to have conversations with buyers about the house.
- 20. Respect Sellers' requests while showing the home such as washing your hands if invited to do so, wearing gloves, and do not use the bathroom facilities of an occupied home and if you do use the bathroom disinfect the area after using.
- 21. Don't socialize face to face with your clients and others in the transaction. Keep your time together to a minimum. Be social by phone and other electronic means.
- 22. Don't go to home inspections. If the buyer can't be there, require the home inspector to take pictures of all areas commented on by the inspector in the inspection report.
- 23. Don't meet the appraiser at the home. Send information to the appraiser electronically.
- 24. Don't go to settlement unless your presence is required by the settlement lawyer. Join settlement by facetime or other electronic means if you want to be part of the process.
- 25. Use social media to show that you are acting responsibly in compliance with the Governor's orders and this Advisory Guidance, and do not entice people to leave their homes. Remember they are subject to an order to "shelter in place of residence".
- 26. For sellers who need to list their homes, you can take and advertise new listings.
- 27. For buyers who need to buy you can negotiate Agreements of Sale.
- 28. Display a positive attitude to help people through this. Do not panic, stay informed, and use your best judgment and common sense.
- 29. Buyers may travel to Delaware for settlement. They must practice physical distancing, instructions of the settlement attorney, and CDC guidelines while in Delaware. They may leave Delaware after settlement. If the buyers are going to stay in Delaware, they need to follow the Governor's order to self-quarantine for 14 days.
- 30. Potential buyers from out of state may not come to Delaware to look at properties. Buyers may "tour" the property virtually with the assistance of their real estate agent.
- 31. Real estate agents licensed in Delaware but who live out of state may come to Delaware only as necessary for real estate practice, but then must promptly return home.
- 32. An out of state seller may come to Delaware, without quarantining, solely to re-move their personal property from their house scheduled for settlement as long as they leave the same day.

### COVID-19 RELATED DELAY ADDENDUM

ADDENDUM dated	to Agreement of Sale
Between Buyer	
And Seller	
for Property known as	

The following provisions supersede any conflicting language in the Agreement of Sale.

**ACKNOWLEDGMENT:** Buyer and Seller acknowledge that the COVID-19 virus is impacting real estate transactions in extraordinary ways.

In the event that timely compliance with the terms of the Agreement of Sale is not or becomes not possible or practical because of circumstances related to COVID-19, including, but not limited to: the declaration of a local, state, or national emergency; Buyer's or Seller's inability to travel to sign documents when documents cannot be handled by courier or electronic signatures are not accepted by the lender or title company; Buyer or Seller being subject to any voluntary or mandatory quarantine; Buyer or Seller is the party to another transaction that is delayed as a result of COVID-19, closings of or delays in related government and business services such as inspectors, repair contractors, mortgage lenders, settlement attorneys, title companies, recorder of deeds, or other entities involved in the transaction (**COVID-19 RELATED DELAY**), the party becoming aware of such delay shall as soon as reasonably possible, give notice of the circumstances to the other party in writing then the following shall apply:

- 1. **EXTENTION OF TIMEFRAMES:** Buyer and Seller agree to extend all timeframes that have not yet passed by up to Thirty Days (30).
- ACCESS. Access to the property will still be required during the course of this transaction according to the terms of the Agreement of Sale. Buyer agrees to instruct those seeking access on Buyer's behalf to use reasonable efforts to follow appropriate personal cleanliness and physical distancing from other people.
- 3. MORTGAGE FUNDING. Even though Buyer may have received their mortgage commitment as provided in the Agreement of Sale, should the Buyer become ineligible to have their mortgage funded and to proceed to settlement as a result of the Buyer's lost income or other COVID-19 related reasons, then Buyer may cancel the Agreement of Sale, Buyer's deposit money shall be returned to Buyer, and neither party shall have any further liability under the Agreement of Sale. Buyer shall be responsible for any charges by the lender to extend the mortgage commitment or interest rate lock.
- 4. **WORKING IN GOOD FAITH.** In these unprecedented and uncertain times, the parties will work in good faith to perform according to the terms of the Agreement of Sale to complete Settlement.
- 5. **RIGHT TO TERMINATE:** Should the **COVID-19 RELATED DELAY** extend beyond the 30 Day extension, either Buyer or Seller, upon written notice to the other party, may declare the Agreement of Sale null and void and of no further legal effect. In such event, then the parties agree to execute a release for the return of Buyer's deposit(s), the Agreement of Sale will be VOID, and Buyer and Seller shall not be liable to each other for any damages.

### All other terms and conditions of the Agreement of Sale remain in full force and effect.

Buyer Signature	Date	Seller Signature	Date	-
Buyer Signature	Date	Seller Signature	Date	

### NOTICE OF COVID-19 RELATED DELAY THIS NOTIFICATION IS EFFECTIVE ONLY IF BUYER AND SELLER HAVE EXECUTED THE COVID-19 RELATED DELAY ADDENDUM.

Buyer gives notice of the following COVID-19 RELATED DELAY: Brief explanation of delay:

Seller gives notice of the following COVID-19 RELATED DELAY: Brief explanation of delay:

NOTIFYING PARTY	DATE
NOTIFYING PARTY	DATE

#### Addendum to Listing Agreement for COVID-19 Concerns

SELLER:			
BROKER: _	 	 	
PROPERTY:			

The current world-wide Coronavirus COVID-19 pandemic has had unprecedented impacts on real estate transactions. The Broker is asking for your consent to continue showing your Property and for continued access to your Property by those involved in the sale and settlement process.

In consideration of Broker's continued willingness to market the Property under the Listing Agreement, the Seller and Broker agree to amend the Listing Agreement as follows:

#### DECISION TO CONTINUE SHOWINGS OR NOT.

Seller makes the following selection and directs the listing agent as follows: Please Initial One selection.

Seller authorizes continued showings of the Property and agrees to allow access to the Property by potential buyers, buyer's agents, inspectors, appraisers, contractors, and others as may be necessary to complete the sale and settlement of the Property.

\_\_\_\_\_Seller elects to have the property TEMPORARILY REMOVED FROM THE MARKET and noted as such in the MLS until \_\_\_\_\_\_(date) at which time it shall be reinstated as ACTIVE unless otherwise agreed in writing. No showings of the property shall occur while listed as "Temporarily Off the Market".

**CONFIRMATION OF LISTING.** All other terms and conditions of the Listing Agreement remain unchanged and in full force and effect.

**ACKNOWLEDGMENT**. Seller acknowledges he/she has read, fully understands, and consents to this Addendum to Exclusive Right to Sell Listing Agreement, and acknowledges receipt of a copy. A facsimile, electronic record with electronic signature or photocopy of this signed Addendum shall constitute an original.

**SELLER AUTHORITY**. I/We hereby certify that I am/we are all the Seller(s) and am/are authorized to agree to the above terms, and that no other third party consent is necessary or has been omitted to execute this Addendum and by signing below hereby agree to the above terms.

Seller	Date	20
Seller	Date	20
Seller	Date	_20
Seller	Date	_20

Broker Acceptance_	 Effective Date	

### COVID-19 RELATED DELAY ADDENDUM

ADDENDUM dated	to Agreement of Colo
Between Buyer	to Agreement of Sale
And Seller	
for Property known as	

The following provisions supersede any conflicting language in the Agreement of Sale.

**ACKNOWLEDGMENT:** Buyer and Seller acknowledge that the COVID-19 virus is impacting real estate transactions in extraordinary ways.

In the event that timely compliance with the terms of the Agreement of Sale is not or becomes not possible or practical because of circumstances related to COVID-19, including, but not limited to: the declaration of a local, state, or national emergency; Buyer's or Seller's inability to travel to sign documents when documents cannot be handled by courier or electronic signatures are not accepted by the lender or title company; Buyer or Seller being subject to any voluntary or mandatory quarantine; Buyer or Seller is the party to another transaction that is delayed as a result of COVID-19, closings of or delays in related government and business services such as inspectors, repair contractors, mortgage lenders, settlement attorneys, title companies, recorder of deeds, or other entities involved in the transaction (COVID-19 RELATED DELAY), the party becoming aware of such delay shall as soon as reasonably possible, give notice of the circumstances to the other party in writing then the following shall apply:

- 1. **EXTENTION OF TIMEFRAMES:** Buyer and Seller agree to extend all timeframes that have not yet passed by up to Thirty Days (30).
- 2. ACCESS. Access to the property will still be required during the course of this transaction according to the terms of the Agreement of Sale. Buyer agrees to instruct those seeking access on Buyer's behalf to use reasonable efforts to follow appropriate personal cleanliness and physical distancing from other people.
- 3. MORTGAGE FUNDING. Even though Buyer may have received their mortgage commitment as provided in the Agreement of Sale, should the Buyer become ineligible to have their mortgage funded and to proceed to settlement as a result of the Buyer's lost income or other COVID-19 related reasons, then Buyer may cancel the Agreement of Sale, Buyer's deposit money shall be returned to Buyer, and neither party shall have any further liability under the Agreement of Sale. Buyer shall be responsible for any charges by the lender to extend the mortgage commitment or interest rate lock.
- 4. WORKING IN GOOD FAITH. In these unprecedented and uncertain times, the parties will work in good faith to perform according to the terms of the Agreement of Sale to complete Settlement.
- 5. **RIGHT TO TERMINATE:** Should the **COVID-19 RELATED DELAY** extend beyond the 30 Day extension, either Buyer or Seller, upon written notice to the other party, may declare the Agreement of Sale null and void and of no further legal effect. In such event, then the parties agree to execute a release for the return of Buyer's deposit(s), the Agreement of Sale will be VOID, and Buyer and Seller shall not be liable to each other for any damages.

### All other terms and conditions of the Agreement of Sale remain in full force and effect.

Buyer Signature	Date	Seller Signature	Date
Buyer Signature	Date	Seller Signature	Date

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## NOTICE OF COVID-19 RELATED DELAY

# THIS NOTIFICATION IS EFFECTIVE ONLY IF BUYER AND SELLER HAVE EXECUTED THE COVID-19 RELATED DELAY ADDENDUM.

Buyer gives notice of the following COVID-19 RELATED DELAY: Brief explanation of delay:

Seller gives notice of the following CC	OVID-19 RELATED DELAY: Brief explanation of delay:
---	--

DATE	
	DATE

NOTIFYING PARTY

DATE

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### Addendum to Listing Agreement for COVID-19 Concerns

SELLER:	
BROKER:	
PROPERTY:	

The current world-wide Coronavirus COVID-19 pandomic has had unprecedented impacts on real estate transactions. The Broker is asking for your consent to continue showing your Property and for continued access to your Property by those involved in the sale and settlement process.

In consideration of Broker's continued willingness to market the Property under the Listing Agreement, the Seller and Broker agree to amend the Listing Agreement as follows:

#### **DECISION TO CONTINUE SHOWINGS OR NOT.**

Seller makes the following selection and directs the listing agent as follows: Please Initial One selection.

Seller authorizes continued showings of the Property and agrees to allow access to the Property by potential buyers, buyer's agents, inspectors, appraisers, contractors, and others as may be necessary to complete the sale and settlement of the Property.

Seller elects to have the property TEMPORARILY REMOVED FROM THE MARKET and noted as such in the MLS until \_\_\_\_\_\_(date) at which time it shall be reinstated as ACTIVE unless otherwise agreed in writing. No showings of the property shall occur while listed as "Temporarily Off the Market".

**CONFIRMATION OF LISTING.** All other terms and conditions of the Listing Agreement remain unchanged and in full force and effect.

**ACKNOWLEDGMENT.** Seller acknowledges he/she has read, fully understands, and consents to this Addendum to Exclusive Right to Sell Listing Agreement, and acknowledges receipt of a copy. A facsimile, electronic record with electronic signature or photocopy of this signed Addendum shall constitute an original.

SELLER AUTHORITY. I/We hereby certify that I am/we are all the Seller(s) and am/are authorized to agree to the above terms, and that no other third party consent is necessary or has been omitted to execute this Addendum and by signing below hereby agree to the above terms.

Broker Acceptance	Effective Date	9
Seller	Date	20

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### **Coronavirus (COVID-19) Extension Addendum to Contract**



The clauses below will be incorporated into the Contract for Residential Sale and Purchase, Residential	Contract
for Sale and Purchase, Vacant Land Contract, or Commercial Contract with the Effective Date of	,
between	("Seller")
and	("Buyer")
concerning the Property located at	

The Coronavirus (COVID-19) pandemic may cause unprecedented impacts to real estate transactions, including but not limited to travel restrictions, self-imposed and/or governmental required isolations, potential closures of offices and institutions required to fund, close and record real estate transactions, and actions or inactions of a homeowners' or condominium association ("COVID Restrictions").

If not yet passed or expired, the following date(s) and/or time period(s) is/are hereby extended:

### (CHECK WHICHEVER APPLY)

Closing Date. Seller and Buyer agree to extend the Closing Date for an additional \_\_\_\_\_ days (30 days if left blank) or until \_\_\_\_\_\_.

**Financing Period. Seller** and **Buyer** agree to extend the Commitment Period, Loan Approval Period, or Financing Period for an additional \_\_\_\_\_\_ days or until \_\_\_\_\_\_.

Inspection Period. Seller and Buyer agree to extend the Inspection Period for an additional \_\_\_\_\_ days or until

Title C	ure Period. Seller and Buyer ag	ree to extend the Curative Period or Cure Period for an additional o	days
or until			

Feasi	bility Study	Period. S	Seller and B	uyer agree	to extend the	Feasibility	Study Period fo	r an additional	 days
or until									

Due Diligence Period. Seller and Buyer agree to extend the Due Diligence Period for an additional \_\_\_\_\_ days or until \_\_\_\_\_.

Homeowners	'/Condominium	Association Approval. S	eller and Buyer	agree to extend	l the Approval P	eriod for an
additional	_ days or until _		•			

All other non-conflicting terms of the contract remain in full force and effect except if Buyer has obtained approval for the loan and either the terms/conditions of the loan approval expire or lender refuses to fund the loan due to COVID Restrictions, then Buyer may cancel this Contract by providing written notice to Seller the earlier of Closing Date or within two (2) days of expiration/notice of refusal. Buyer shall be refunded the deposit, thereby releasing Buyer and Seller from the Contract.

Seller	Date	Buyer	Date
Seller	Date	Buyer	Date





### **COVID-19/Coronavirus In-Person Access Acknowledgment**

This form is being provided by:

Owner (Landlord/Seller)

Listing Brokerage \_\_\_\_\_\_ Cooperating Brokerage \_\_\_\_\_\_ (hereinafter referred to as "Agent/Broker") to

Prospect (Potential Tenant/Buyer)

### Acknowledgment

The Owner/Prospect named above acknowledge(s) that they are aware of the national emergency caused by the COVID-19/Coronavirus pandemic and the evolving nature of the health crisis, including the danger of community spread and risks posed to the health of those who contract COVID-19/Coronavirus.

In pursuit of Owner's objective to sell/lease the property and Prospect's objective to purchase/lease a property as safely as possible, Owner and Prospect, *as applicable*, confirm the following:

- Owner desires that Agent/Broker bring prospects to Owner's property, as requested by interested prospects, and to the extent authorized by law.
- Prospect directly or indirectly advises the Agent/Broker that it is necessary for Prospect to view select properties in-person in order to make a fully informed decision to purchase/lease, to the extent authorized by law.
- When properties are accessed in-person, there is an unavoidable health risk posed because of the nature of COVID-19/Coronavirus, and contact with, or proximity to, persons or things exposed to COVID-19/Coronavirus.
- Prospect will use their best efforts to minimize the health risk to themselves and to each other, and to all occupants of the properties being entered.
- Prospect/Owner represent(s) they are not aware of any issues with any person or property that pose a health risk to each other, Agent/Broker, and all occupants of the properties being entered.
- Prospect/Owner agree(s) to notify others who have accessed the property if they become aware of information that poses a danger previously unknown.
- Prospect/Owner agree(s) in all respects to comply with the most current version of the Center for Disease Control (CDC) guidelines when accessing properties, and will not obligate Agent/Broker to violate any applicable laws or orders, CDC Guidance, or otherwise compromise the safety of Agent/Broker or the public to access properties.

### Assumption of risk

By signing this acknowledgment, each Prospect fully assumes any and all risks posed to Prospect that result from Prospect entering properties for sale/lease, as applicable, including but not limited to risks arising during showings, inspections and all other in-person access. By signing this acknowledgment, each Owner assumes all risks posed to Owner that result from prospects entering Owner's property,



including but not limited to risks arising during showings, inspections and all other in-person access of properties.

Each signature below is made freely and voluntarily, recognizing that the Agent/Broker is relying on these representations in fulfilling Owner's and/or Prospect's directions to Agent/Broker.

**Owner's Signature** 

Date

Date

Owner's Signature

OR

Prospect's Signature

Prospect's Signature

Date

Date

1 This is an **ADDENDUM** to the Purchase and Sale Agreement. ("Addendum" means that the information below is added material to the 2 agreement and/or means the form is being used to change, correct or revise the agreement.)

3 4	AGREEMENT DATED:		ID #	
5 6	ADDRESS:			
7 8	BUYER(S):			
9 10	SELLER(S):			
11 12 13 14 15 16 17	appraisers, inspectors, title companies, cour	s COVID-19 (also kno ectly affect the transact ction, including servic ters, government office	wn as Coronavirus and SAF ion between the parties. Ne es provided by: real estate es, contractors, lawyers and	RS-CoV-2) and that this pandemic, and/or the egative effects may include reduced access to agents, financial institutions, underwriters, insurers.
<ol> <li>18</li> <li>19</li> <li>20</li> <li>21</li> <li>22</li> <li>23</li> <li>24</li> </ol>	In light of the conditions stated above BUYER A force majeure clause is contractual langua perform under the contract. Therefore, BUYE upon the occurrence of any Force Majeure Ev COVID-19 pandemic, that is beyond the cont perform under the Agreement and which the	age that accounts for s R and SELLER agree rent. A Force Majeure rol of a party, regardle	pecific act of God type circ that performance under the Event shall be defined as ar ss of foreseeability, which c	umstances that may affect a party's ability to Agreement may be modified as stated below, event or circumstance actually caused by the
25 26 27 28 29 30 31	1. DELAYING PERFORMANCE: Upon the o written notice to the other party of the event contract shall be automatically stayed. The s plus calendar days (fourteen [14] if left b (i.e. an office closure, a government isolation right to subsequent or overlapping stays for o	and the inability to pe stay shall remain in pla blank) thereafter. The order that prohibits ce	erform. Upon written notice ace for the duration of the e event must be described wit rtain conduct, a physician o	by a party, all parties' obligations under the vent that is causing the inability to perform h sufficient detail to state a particular problem
32 33	In the event that the stay remains in shall become voidable by either BUYER or S	place for longer th ELLER through writte	an calendar days n notice to the other party.	(thirty [30] if left blank) the Agreement
34 35 36 37 38	If the Agreement is terminated under t returned to BUYER, unless it have retained by SELLER. other	as previously become	non-refundable.	
39 40 41 42 43	2. ILLNESS OR INFECTION: In the event an SELLER shall immediately notify BUYER in N BUYER, SELLER or an individual residing in t	writing and shall have	the right to immediately res	trict all access to the Property. Any illness of
44 45 46	<b>3. GOOD FAITH.</b> BUYER and SELLER agree electronic services to the extent possible to a			n, under the contract and will utilize remote or
47 48 49 50	To the extent the terms of this ADDENDUM Addendums or Counter Offers, these terms <b>Addendums or Counter Offers not modifie</b> is made an integral part of the aforementione	s shall control. All oth d by this ADDENDUM	er terms of the Purchas	e and Sale Agreement including all prior
51 52	BUYER:	Date:	SELLER:	Date:
53 54	BUYER:	Date:	SELLER:	Date:



### CHICAGO ASSOCIATION OF REALTORS® COVID-19 Addendum to Purchase and Sale Contract This Contract is Intended to be a Binding Real Estate Contract



	( <i>"Buyer"</i> ) and( <i>"Seller"</i> )
dated	("Contract") for the purchase and sale of the real estate commonly known as: ("Property").
I.	Except as modified by this Addendum, all of the terms and conditions contained in the Contract remain in full force and effect. In the
	event of any conflict between the terms and conditions of this Addendum and the terms and conditions of the Contract, the terms and conditions of this Addendum shall prevail. Capitalized terms used and not define in this Addendum shall have the meaning given to
	such terms in the Contract.
١١.	In the event that (i) Buyer, (ii) Seller, (iii) a government entity reasonably necessary to effectuate the Closing (such as the Recorder of
	Deeds or a government entity responsible for assessing transfer taxes or issuing transfer stamps); or (iv) any of Buyer's or Seller's third-
	party service providers who provide services to Buyer or Seller, or their agents, and is necessary to effectuate the Closing (such as
	Buyer's mortgagee, title company, escrow agent, or Buyer's or Seller's attorneys) ("Necessary Third Party") are delayed, hindered, or
	prevented from performing any act required under the Contract or reasonably necessary to effectuate the Closing, by reason of a
	government or Necessary Third Party closure, delay, or inability to perform because of the outbreak of COVID-19, then either Buyer or
	Seller may extend the Closing Date by up to days ("COVID-19 Extension") by providing written notice to the other party. In
	the event that either the Buyer or Seller cannot effectuate the Closing by reason of a government or Necessary Third Party closure,
	delay, or inability to perform because of an outbreak of COVID-19 by the end of the COVID-19 Extension, the Contract shall be null and
	void as of the end of the COVID-19 Extension, and the Earnest Money shall be returned to Buyer.

19 20	Buyer's Signature	Date	Seller's Signature	Date
			-	
21 22	Buyer's Signature	Date	Seller's Signature	Date

### Iowa REALTORS® COVID-19 Addendum

This Addendum is made on	to a Purchase Agreement ("Contract") dated
between	("Buyer(s)") and
	("Seller(s)") for the purchase and sale of
Property described as:	

The COVID-19 Virus, otherwise called the Coronavirus, has been declared a world-wide pandemic. The Governor of the State of Iowa declared a State of Public Health Disaster on March 17, 2020 due to this pandemic. This virus is having large scale and unprecedented effects on the real estate industry and real estate transactions across the United States.

If performance of the terms of the purchase agreement become impractical or impossible due to the spread of COVID-19, for reasons that may include, but are not limited to, voluntary or mandatory quarantines, business or government closures to combat the Virus, travel restrictions, or anything of the like make it so that a buyer, seller, real estate broker or salesperson, or other settlement service provider (which can include, but are not limited to persons such as home inspectors, lenders, title examiners, attorneys, appraisers, pest controllers, etc.) cannot otherwise perform their obligations under the contract (hereafter called the "COVID-19 reason"), the parties agree as follows:

- A. The Buyer(s) and the Seller(s) agree that all deadlines within the purchase agreement are hereby extended no more than 30 or \_\_\_\_\_ days from the conclusion of the COVID-19 reason. If, after a period of 60 or \_\_\_\_\_ days from the signing of this addendum, the COVID-19 reason is not resolved, then either: 1) the buyer and seller can mutually agree to enter into additional terms of extension to allow for the COVID-19 reason to be resolved, or 2) either a buyer or seller may unilaterally terminate the agreement with written notice to the other party, and the buyer will be returned their earnest money.
- B. To the extent a term of the purchase agreement relates to the same subject matter as this addendum, this addendum controls.
- C. (checkbox here) If checked: The buyer and the seller agree, notwithstanding that buyer may have removed their financing contingency, that if the buyer's inability to fund their loan and close is due to the buyer's lost income from COVID-19 related reasons or issues, then either party may cancel the Contract unilaterally and the buyer's earnest money or other deposits shall be returned to the buyer.

All other provisions of the purchase agreement remain in full force and effect. I understand that this addendum further supplements and is made part of the existing purchase agreement identified herin and that this addendum will become part of the binding Contract. Buyer(s) and Seller(s) are encouraged to seek the advice of legal counsel if they need legal advice before signing.

Seller(s)		Buyer(s)		
Sign	Date	Sign	Date	
Sign	Date	Sign	Date	



Official Practices and Guidelines for Real Estate Professionals under COVID-19 Stay at Home Ordinance

KANSAS CITY REGIONAL ASSOCIATION OF REALTORS®

## Official Practices and Guidelines for Real Estate Professionals under COVID-19 Stay at Home Ordinance



In recent days, municipalities across the Kansas City region have announced the implementation of Stay at Home Orders to minimize the spread of the COVID-19 pandemic. These Executive Orders require residents to remain in their homes unless they are engaging in designated permitted activities deemed necessary to the public, health, safety and welfare of the state and its economy.

<u>The real estate industry is not exempt from this prohibition</u> except as needed to maintain "continuity of operation" including housing construction, the closing of properties under contract or in assisting in the procurement of adequate shelter for those in immediate need.

The Kansas City Regional Association of REALTORS<sup>®</sup> (KCRAR) has received many questions from members as these executive orders have been issued, requesting guidance on how to comply with local orders while serving the needs of clients. Members should understand that the COVID-19 emergency and the governments' response to the emergency is changing rapidly. Therefore, all members are urged to monitor for changes and updates.

At the direction of our local governments, we are providing the following guidelines for maintaining safety throughout our community while also supporting those requiring shelter.

## KCRAR offers the guidance below in consultation with the various City and County governments Issuing "Stay at Home Ordinances" throughout our service territory. We also urge all members to consult with their managing brokers and attorneys as they navigate this evolving emergency.

KCRAR's top priority is the safety of members, our staff and the community at large. KCRAR also remains committed to driving REALTOR<sup>®</sup> business success and economic development of our communities. We believe that the ability to close on real estate property during this pandemic is essential. With the technology available today, we are confident REALTORS<sup>®</sup> can and will seek to provide essential real estate services, including the marketing of properties, virtually.

KCRAR recommends that its members and others in the real estate industry refrain from face-toface real estate practices unless absolutely essential until Stay at Home Orders are officially lifted. Under local Stay at Home Orders, business related to the closing of current transactions would be considered "Essential" in nature and allowed to proceed. That said, it is recommended that as much of this business as possible be done without in-person contact by utilizing available technologies.

- Property inspections necessary for the closing of transactions remain allowed, however, extreme caution and regard for social distancing guidelines must be exercised in any face-to-face interactions that are necessary in the completion of the inspection. It is recommended that when possible, the home inspector be let in the property by the listing or buyer's agent while practicing distancing of 6 ft. or more and protective face masks should be worn. Consultation after the inspection should be done by phone or online to avoid physical contact.
- Property appraisals necessary for the closing of transactions, purchase, refinance, etc., remain allowed, however, like inspections, extreme caution and regard for social distancing guidelines must be exercised in any face-to-face interactions that are necessary in the completion of the inspection. It is recommended that when possible, the home appraiser enter the property individually.
- Most Title Companies have implemented new guidelines for closings including limiting attendance at those appointments to only the buyer and closing representative. Please contact the title company for updates on their policies.
- During this time it is recommended that buyers and sellers negotiate a credit in lieu of repairs or postpone completion of repairs until local Stay at Home Orders are lifted.
- Virtual final walk throughs are also encouraged at this time. If this is not possible, limiting the number of people in the home during the walk through is advised.
- Open houses and broker tours are prohibited and the ability to input or search for both have been disabled within the Matrix system until further notice. Existing Open Houses through April 30 have been inactivated and Heartland MLS data vendors have been informed to remove Open Houses from display within their systems.
- Showings, if necessary, should be conducted using virtual solutions.
- In the event that an in-person property viewing is deemed critical, the showing should be
  restricted to only the actual signer of the lease or sale agreement and social distancing guidelines
  and best practices must be followed including use of protective face masks, hand sanitizer, gloves
  and booties to cover shoes. Listing agents should ask sellers to turn on all lights and open all
  closet/cabinet doors to keep touching to a minimum. Buyer agents should leave the house as it
  was found and wipe down all doorknobs, light switches etc., with a disinfectant wipe if contact is
  necessary. The overlapping of showings is prohibited, and a minimum of 45 minutes should be
  scheduled between all showings at a property. In the event that an in-person showing is
  necessary, we highly recommend that brokers require completion of a Hold Harmless Agreement
  to minimize risk. KCRAR will be providing a template agreement in the coming days.
- An optional COVID-19/Coronavirus Addendum is now available on KCRAR.com, dotloop and FormRUs. This universal form can be used as an addendum for delays resulting from the COVID-19 pandemic.

To eliminate the need for in-person showings and support that only "essential" in-person showings occur, we are **temporarily** allowing listings to stay in Active status without the requirement they are available for in-person showings until the Stay at Home order is lifted. We encourage the use of an unbranded recorded showing of the property provided by the seller or listing agent, that can be directly shared between the listing agent and the buyer's agent. This encourages a one-on-one "virtual" interaction between the listing side and buying side and the buyer's agent should preview the video before sharing with their potential buyer(s).

Alternatively, if a recorded showing cannot be made, we encourage the use of the 99 photo per listing maximum in Matrix to capture all areas inside and out of a property and the ability to fully describe each photo in the photo upload section of listing input.

When using the recommended recorded showing option, here are guidelines on what is allowed and not allowed.

What is required and allowed:

- The video <u>Must</u> be unbranded.
- A comment should be included at the beginning of the showing agent information section in MLS stating "please contact listing agent for recorded showing of the property".
- A link to the recorded video if available, is allowed in the <u>Showing Agent Information</u> <u>field</u> **ONLY**.

What is not allowed:

- The Virtual Tour field is not allowed to be used to link to the recorded showing video.
  - The virtual tour field is included in IDX and syndication data feeds and the recorded video showing is not meant for all public view but for the interaction between listing side and buying side of a potential transaction.
  - The link is not allowed in public remarks or additional remarks fields
- The recorded virtual showing should not be released directly to another buyer under an agency agreement with another REALTOR® (it should go to their REALTOR®).
- The recorded virtual showing should not be marketed publicly through the MLS

And a reminder, If the sellers do not want to keep their property active during this Stay at Home period you have two options for statuses available that will not count Days on Market and allow you to make Active at any time before the Expiration Date of the listing agreement; Temporary Off Market for up to 4 weeks or Withdrawn statuses. Additionally, these listings will not show on IDX and other syndication websites while in these two statuses.

- Heartland MLS is allowing for a special exception during this state of emergency to allow homes to remain in Active status and continue to be marketed if they provide a virtual showing alternative.
  - This exception requires that the seller or the listing agent provide a recorded video showing of the property as if it were an in-person showing. This recorded video can then be shared with the buyer's agent to share with his or her clients.
  - If the sellers will not allow any showings of a property for more than 24 hours at a time and will not allow a recorded showing of the property, then the status of the listing will need to be updated to Temporary Off Market until ready to be shown again. After the maximum of four weeks in Temporary Off Market status, a decision will need to be made to make it Active again and allow showings or move to the Withdrawn status. Showings cannot occur during Temporary Off Market or Withdrawn statuses. Days on Market/Cumulative Days on Market do not calculate in these two statuses. Additionally, these listings will not show on IDX and other syndication websites.
  - Property management and repair work, which generally involves maintaining sanitary and safety conditions is permissible.

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• Physical office location operations should follow the mandate of the Stay at Home Order within that jurisdiction. It is recommended that those that do remain open limit on-site staff to only those necessary for essential daily operation and prohibit public visitors.

#### Marketing during the current Covid-19 Stay-At-Home Orders

Please follow the suggested guidelines below to ensure your business is conducted in a responsible, compassionate manner with the health and safety of yourself and your clients at heart.

- REALTORS<sup>®</sup> should cease all face-to-face marketing and refrain from cold-calling and all other forms of unsolicited marketing throughout the State of Emergency. All other marketing should be done in adherence to the guidelines of the Stay at Home Ordinance.
- Client communication:
  - This is considered solicited information. There is an established relationship between you and the client allowing communication to be what you deem appropriate.
  - o Please use extreme caution and care in any blast marketing to your circle of influence.
  - We strongly recommend using one-on-one communication in regard to securing future business or advertising of your services.
- Examples of Acceptable Marketing/Communication:
  - o Active client communications that are transaction related
  - Relationship marketing and communications such as Kansas City community information, positive news/uplifting messages, tips on getting your home ready for future "post pandemic" marketing, house maintenance topics, etc.
  - Solicited questions from your circle of influence or active clients
  - o One-on-one communication with your circle of influence
  - o Virtual Open Houses or Virtual Broker Opens/Tours
  - Advertising current listings
  - 0

Examples of Unacceptable Marketing/Communication:

- Social media posts about the market (i.e. it's a good time to buy/sell, projecting rates, etc.)
- Mailings or posts about sold listings
- Open Houses or Broker Tours
- Images of gloves, masks or cleansers, as these are in short supply and are polarizing images
- o Real estate related memes/jokes in regard COVID-19, being quarantined, etc.
- o Proclamations that you are essential

• Rule of thumb: market the property; not yourself

Visit the CDC's website and the Kansas and Missouri Department of Health websites for the latest updates about the virus. Additional information about the impact of Coronavirus on the real estate industry can be found on the National Association of REALTORS'® website. KCRAR and HMLS are encouraged by everyone doing their parts in the real estate arena to help slow the spread of this illness. The fewer of who contract COVID-19, the more it can help reduce the risk to our more vulnerable populations.

KCRAR will update this information as additional information becomes available in the coming days.



**CORONA VIRUS ADDENDUM/AMENDMENT** 

1	SELLER:
2	BUYER:
3	PROPERTY:
4 5 6 7	THE FOLLOWING TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN AND MADE A PART OF THE PURCHASE AGREEMENT OF THE ABOVE REFERENCED OFFER OR CONTRACT.
8 9 10 11 12	BUYER and SELLER agree if closures, quarantines or restrictions on any business or governmental agency related to COVID-19 prevents or delays either party's ability to perform their respective obligations, the Closing Date will be automatically extended (ten (10) calendar days if left blank) from the Closing Date, as established in the Sale Contract or Counter Offer Addendum, by providing written notice to the other party.
12 13 14 15	If a delay of the Closing Date occurs beyond the number of days specified above, BUYER and SELLER may mutually agree to one or more additional extensions of the Closing Date.
16 17 18 19 20 21	If a COVID-19 issue results in a Closing Date delay beyond the number of days specified above, either party may cancel this Contract by written notice to the other and the ( <i>check one</i> ): Earnest Money Deposit will be returned to BUYER Earnest Money Deposit will be retained by SELLER Earnest Money Deposit will be:
22 23 24 25 26	Additional Terms and Conditions, if any:
27 28 29 30 31 32	CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.
33 34 35 36	SELLER DATE BUYER DATE
37 38 39	SELLER DATE BUYER DATE

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. All previous versions of this document may no longer be valid.



## CORONAVIRUS RELEASE AND HOLD-HARMLESS AGREEMENT

1 2 3 4	The current world-wide Coronavirus (COVID-19) pandemic many communities underscore the risk associated for indivi Sellers or Tenants, and the risk for Sellers and Tenants by they are presently occupying.	duals viewing or inspecting property occupied by
5 6 7 8 9	The undersigned understand that personal contact with oth inspectors, appraisers and others associated with the sale involves a certain degree of risk that could result in illness,	or purchase of property during this COVID-19 outbreak
10 11 12 13 14	and vendors and waive all claims associated with (check ap viewing and/or inspecting property occupied by	rm) and their employ <del>ees, officers, agents, contractor</del> s oplicable box(es): others
15 16 17 18 19 20 21 22 23	DOCUMENT BECOMES PART OF A LEGALLY BINDI	E SIGNING. WHEN SIGNED BY ALL PARTIES, THIS IG CONTRACT. IF NOT UNDERSTOOD, CONSULT AN FORE SIGNING.
24 25 26 27	Name of Buyer/Seller/Tenant	Name of Buyer/Seller/Tenant
28 29	Signature DATE	Signature DATE

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made.

Louisiana

## SAMPLE CLAUSE / LANGUAGE TO PROTECT A SELLER WHO CAN'T COMPLETE REPAIRS DUE TO CONDITIONS CAUSED BY THE CARONAVIRUS

Somewhere on the Seller's reply to the Buyer's initial property inspection response insert the following clause / language to protect your seller in the event conditions caused by the Coronavirus pandemic prevent him from completing the repairs. THE CLAUSE BELOW SHOULD BE INSERTED UNDER THE LIST OF REPAIRS THE SELLER IS AGREEING TO CORRECT PRIOR TO CLOSING.

#### **SMPLE CLAUSE:**

"Although the Seller shall make a good faith effort to complete the repairs stated above, if conditions caused by the Coronavirus pandemic somehow prevent the Seller from timely completing these repairs, then the Seller is relieved of Seller's obligation to make these repairs and Buyer shall have the option to either accept any existing property deficiencies and purchase the Subject Property without the repairs being made by Seller or the Buyer can cancel the above referenced agreement in which event Buyer's deposit shall be returned to Buyer in full. Either option chosen by Buyer shall result in the release of all claims and obligations between / against the parties to include, but not limited to, the reimbursement of the costs Buyer incurred in Buyer's attempt to purchase the Subject Property."

# ACT OF GOD / FORCE MAJEURE ADDENDUM

Subject Property (a.k.a., Property):\_\_\_\_\_

Agreement to Buy or Sell (a.k.a., Agreement) Dated:

The undersigned agree that the following terms are made a part of the above reference Agreement.

ACTS OF GOD: Should any Act of God, including but not limited to hurricane, tornado or flood prevent the timely closing of the Act of Sale or cause the Buyer to be unable to obtain or bind insurance on the Property, all parties agree to and do hereby extend the Act of Sale to a date within 5 calendar days after (1) Buyer is able to complete property inspections/due diligence under the terms of the Agreement if the Act of God has prevented this, and (2) insurance can be obtained on the Property, and (3) Buyer's lender is able to approve and fund Buyer's loan (if the sale was conditioned upon Buyer obtaining a loan), and (4) the closing attorney/notary is able to hold an Act of Sale provided the extended Act of Sale does not exceed calendar days from the previously agreed upon Act of Sale date. The Property shall be in the same or better condition as contemplated under the terms of the Agreement, including any subsequently agreed upon property condition changes or agreements. Seller shall be relieved from Seller's obligations under the Agreement if, due to the Act of God, Seller is unable to present the Property to Buyer in the same or better condition as was contemplated under the terms of the Agreement to include the remedy of deficiencies agreed to as a result of Buyer's property inspections. If the date of Act of Sale is extended under the terms contained herein then, prior to Act of Sale, the Buyer, Buyer's lender and Buyer's insurance agent shall have the right to re-inspect the Property to determine that it is in the same or better condition as it was at the initial inspection(s), to insure that all agreed upon repairs and/or improvements have been completed and to determine that the Property is insurable. Seller agrees to provide utilities for this reinspection (if utilities are in fact available to Seller) and prompt access to the Property (subject to any tenant's cooperation).

FORCE MAJEURE: Should any Force Majeure, including but not limited to, acts of war, terrorism, riots, acts of governmental authorities or serious health threats or personal health conditions caused either by global, national or local health safety concerns, impose restrictions on a party to the Agreement and their ability to attend the Act of Sale, perform any inspections/due diligence or cause the failure or prevention of a party in the performance of any obligation or right under the Agreement, all parties agree that these shall not be considered a breach or default of the Agreement or create any liability. If, due to any such event, either party is delayed, hindered or prevented from the performance of such party's duties or rights under the Agreement, the Act of Sale shall be extended for a period of \_\_\_\_\_\_\_ calendar days or within five (5) calendar days after the abatement of the Force Majeure allows the parties to perform their obligations or rights (to include property inspections and due diligence) under the Agreement, whichever date shall occur first.

A party who is the subject of any such excusable delay stated herein agrees to take all reasonable steps to resolve and / or mitigate the condition forming the basis of the delay if the condition is the responsibility or obligation of the party as stated in the Agreement.

#### **ADDITIONAL TERMS:**

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SELLER	DATE	BUYER	DATE
SELLER	DATE	BUYER	DATE
Rev 3-24-20		79	C530

## Louisiana ACT OF GOD / FORCE MAJEURE ADDENDUM

Subject Property (a.k.a., Property):

Agreement to Buy or Sell (a.k.a., Agreement) Dated:

The undersigned agree that the following terms are made a part of the above reference Agreement.

ACTS OF GOD: Should any Act of God, including but not limited to hurricane, tornado or flood prevent the timely closing of the Act of Sale or cause the Buyer to be unable to obtain or bind insurance on the Property, all parties agree to and do hereby extend the Act of Sale to a date within 5 calendar days after (1) Buyer is able to complete property inspections/due diligence under the terms of the Agreement if the Act of God has prevented this, and (2) insurance can be obtained on the Property, and (3) Buyer's lender is able to approve and fund Boyer's loan (if the sale was conditioned upon Buyer obtaining a loan), and (4) the closing attorney/notary is able (alloci in a sale calendar days from the previously of Sale provided the extended Act of Sale does not exceed agreed upon Act of Sale date. The Property shall be in the same or better condition as contemplated under the terms of the Agreement, including any subsequently agreed upon property condition changes or agreements. Seller shall be relieved from Seller's obligations under the Agreement if, due to the Act of God, Seller is unable to present the Property to Buyer in the same or better condition as was contemplated under the terms of the Agreement to include the remedy of deficiencies agreed to as a result of Buyer's property inspections. If the date of Act of Sale is extended under the terms contained herein then, prior to Act of Sale, the Buyer, Buyer's lender and Buyer's insurance agent shall have the right to re-inspect the Property to determine that it is in the same or better condition as it was at the initial inspection(s), to insure that all agreed upon repairs and/or improvements have been completed and to determine that the Property is insurable. Seller agrees to provide utilities for this reinspection (if utilities are in fact available to Seller) and prompt access to the Property (subject to any tenant's cooperation).

A party who is the subject of any such excusable delay stated herein agrees to take all reasonable steps to resolve and / or mitigate the condition forming the basis of the delay if the condition is the responsibility or obligation of the party as stated in the Agreement.

#### **ADDITIONAL TERMS:**

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SELLER	DATE	BUYER	DATE
SELLER	DATE	BUYER	DATE
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## Louisiana

## SAMPLE CLAUSE / LANGUAGE TO PROTECT A SELLER WHO CAN'T COMPLETE REPAIRS DUE TO CONDITIONS CAUSED BY THE CARONAVIRUS

Somewhere on the Seller's reply to the Buyer's initial property inspection response insert the following clause / language to protect your seller in the event conditions caused by the Coronavirus pandemic prevent him from completing the repairs. THE CLAUSE BELOW SHOULD BE INSERTED UNDER THE LIST OF REPAIRS THE SELLER IS AGREEING TO CORRECT PRIOR TO CLOSING.

#### **SMPLE CLAUSE:**

"Although the Seller shall make a good faith effort to complete the repairs stated above, if conditions caused by the Coronavirus pandemic somehow prevent the Seller from timely completing these repairs, then the Seller is relieved of Seller's obligation to make these repairs and Buyer shall have the option to either accept any existing property deficiencies and purchase the Subject Property without the repairs being made by Seller or the Buyer can cancel the above referenced agreement in which event Buyer's deposit shall be returned to Buyer in full. Either option chosen by Buyer shall result in the release of all claims and obligations between / against the parties to include, but not limited to, the reimbursement of the costs Buyer incurred in Buyer's attempt to purchase the Subject Property."



#### **BUYER HOLD HARMLESS AGREEMENT** (TO BE USED WHEN BUYER SUBMITS AN OFFER ON PROPERTY SIGHT UNSEEN)

Buyer	
Buyer Agent	
Buyer Broker	
for Property known as	······································

The undersigned Buyer acknowledges that Buyer Broker and/or Buyer Agent (collectively referred to as Buyer Broker) advised Buyer to engage in due diligence with respect to the purchase of the Property.

The due diligence should include, but not be limited to, viewing the Property before writing an offer, engaging experts such as real estate appraisers, home inspectors, licensed surveyors, professional engineers, environmental experts, title companies and others to render reports concerning matters such as the value of the property, property boundaries, the material condition of the real estate and improvements thereon as well as the status of title and the availability of property insurance. Ideally, Buyer would be present, in-person during the due diligence activities. Buyer understands that it is never advisable to waive any aspect of due diligence.

Buyer acknowledges that Buyer has elected not to view the Property in person prior to submitting an offer to purchase, despite Buyer Broker's advice to the contrary. Buyer further acknowledges and recognizes that Buyer Broker and any sales associates affiliated with Buyer Broker are not home inspectors, real estate appraisers, surveyors, engineers, or environmental experts. Additionally, Buyer acknowledges that Buyer has made a decision to write an offer on the Property sight unseen.

In consideration of the above, Buyer agrees to be solely responsible for Buyer's decision to write an offer on the Property sight unseen. Buyer agrees to hold harmless, defend and indemnify Buyer Broker, Buyer Agent, and any sales associates affiliated with Buyer Broker from any and all claims, demands, suits or actions in any way relating thereto.

**RECEIPT OF COPY:** Buyer acknowledges receipt of a copy of this Agreement at time of signing hereof.

Buyer

Date

Buyer Broker (Company Name)

Buyer

Date

Buyer Broker or Authorized Representative Date

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## COVID-19 RELATED DELAY ADDENDUM

ADDENDUM dated	to Contract of Sale
Between Buyer	
And Seller	
for Property known as	

The following provisions supersede any conflicting language in the Contract.

**ACKNOWLEDGMENT:** Buyer and Seller acknowledge and recognize that the COVID-19 virus is impacting real estate transactions in extraordinary ways.

In the event that complying with the terms of the Contract is not possible or practical because of unforeseen circumstances related to COVID-19, including, but not limited to: the declaration of a local, state, or national emergency; Buyer's or Seller's inability to travel to sign documents; Buyer or Seller being subject to any voluntary or mandatory quarantine; closings of or delays in related government and business services such as mortgage lenders, title companies, land records, or other entities involved in the transaction (**COVID-19 RELATED DELAY**), the Parties agree to the following:

- 1. **EXTENTION OF TIMEFRAMES:** Buyer and Seller agree to extend all timeframes in the Contract by \_\_\_\_\_ Days after the end of the **COVID-19 RELATED DELAY**.
- 2. RIGHT TO TERMINATE: Should the COVID-19 RELATED DELAY extend □ 30 OR □ 60 OR □ Other \_\_\_\_\_ Days after the Settlement Date, either Buyer or Seller, upon written notice to the other party, may declare the Contract null and void and of no further legal effect. In such event, the Deposit shall be disbursed in accordance with the Deposit paragraph of the Contract.
- 3. OTHER: \_\_\_\_\_

All other terms and conditions of the Contract of Sale remain in full force and effect.

Buyer Signature	Date	Seller Signature	Date
Buyer Signature	Date	Seller Signature	Date
DRAFT: 3-18-2020			
REALTOR*	03/20		

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#### **COVID-19 (NOVEL CORONAVIRUS) ADDENDUM**

This form is provided as a courtesy to the parties only. It is not required to be used in this transaction and may not fit the needs, goals and purposes of the parties. The Mississippi Association of REALTORS® makes no statement or warranty as to this form, its contents or use, and the parties, by their use of this form, acknowledge said facts and agree that neither the Mississippi Association of REALTORS® nor any member thereof shall be liable to any party or person for its contents or use. If any party to this transaction does not fully understand it, or has any question, the party should seek advice from a competent legal professional before signing.

**INSTRUCTIONS:** This addendum is designed to be used to amend multiple forms, but is intended to be used to amend ONE (1) form at a time. ONLY USE ONE (1) ADDENDUM PER AGREEMENT TO BE AMENDED, SIGNED BY ALL PARTIES TO THE ORIGINAL AGREEMENT.

#### THIS ADDENDUM amends the following [CHOOSE ONE]:

[BOX] Contract for the Sale and Purchase of Real Estate (F1) with Effective Date of

[BOX] Contract for the Sale and Purchase of Real Estate/Lots and Land (F2 with Effective Date of

[BOX] Residential Lease Agreement (F3) with Effective Date of \_

[BOX] Exclusive Authorization and Right to Sell Listing Agreement (F4) with Effective Date of

[BOX] Agreement to Show Unlisted Property (F5) with Effective Date of \_

[BOX] Back-Up Agreement Contingency (F6) for Agreement with Offer Date of \_

[BOX] Buyer Agency Contract (F8) with Contract beginning date of

[BOX] Option Agreement (F20) with Effective Date of

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, the parties agree that the following terms and conditions are incorporated into and made a part the agreement referenced hereinabove, effective as of the date the last necessary party signs below. All other terms, including all prior addenda and counter-offers, not modified by this addendum shall remain the same.

The worldwide Coronavirus Disease (COVID-19) pandemic (the "Emergency"), with ongoing governmental policy changes, is impacting every aspect of real estate business and transactions. This unforeseen and unanticipated Emergency may render performance of contractual obligations difficult or impossible. Restrictions on travel, quarantines, closure of businesses, and restricted availability of banking, inspection, legal and licensed services require amendment of the parties' legal agreement(s) so as to mitigate these unavoidable events. This form is executed in a good faith effort to adapt the parties' agreement under these Emergency circumstances.

#### [SELECT ONE]:

[BOX] The parties mutually agree to **terminate** the agreement. Any Earnest Money deposit shall be returned to Buyer. Any Compensation deemed earned under any agreement terminated hereby shall be due and payable upon the date hereof.; <u>OR</u>

[BOX] The parties mutually agree to **amend** the agreement as follows, with all other provisions in the agreement to remain in full force and effect as stated:

To the extent the parties are able to perform as per the agreement, they shall do so. In the event that the Emergency renders any covenant(s) within the agreement impossible to perform, the following provisions shall apply:

1. The Emergency began on March 14, 2020 with the Proclamation of State of Emergency executed by Mississippi Governor Tate Reeves, and shall continue until such time as said State of Emergency is declared to be terminated.

2. So long as the Emergency exists, any deadlines stated in terms of a date certain or a specified number of business or calendar days which cannot be met due to a mandatory COVID-19 quarantine or closure shall be eligible for extension for a period of up to [Box] 30 or [Box] 60 or [Box] \_\_\_\_\_ calendar days following termination of the quarantine or closure causing the delay. Any extension claimed under this section shall not be effective unless the party claiming the extension

notifies the other party(ies) to the agreement in writing of the exact reason for the extension in advance of the deadline extended. Failure of any party to provide written notification prior to a stated deadline shall not be entitled to an extension, and the deadline shall remain applicable as stated. Upon receipt of timely notice of extension under this section, the receiving party may demand verification of the mandatory COVID-19 quarantine or closure and proof that the delay cannot be avoided by use of alternative means or procedures available in the area. Should verification in form and substance acceptable to the receiving party not be received prior to the deadline for which extension is sought, the extension shall not be granted absent the receiving party's written consent to grant an extension.

3. Section 2 hereof notwithstanding, should the mandatory COVID-19 quarantine or closure causing any delay extend beyond sixty (60) days from the Closing Date stated in a Contract for the Sale and Purchase of Real Estate amended by this addendum or the termination date stated in any other agreement amended by this addendum, then either party may cancel the Contract or agreement with written notice to the other party and any Earnest Money deposit shall be returned to Buyer.

4. [BOX] If checked: In the event Buyer has removed a Loan Contingency under a Contract for the Sale and Purchase of Real Estate, should Buyer be unable to fund their loan and close due solely to Buyer's loss of income from Emergency-related issues, then either party may cancel the Contract with written notice to the other party and any Earnest Money deposit shall be returned to Buyer.

5. Any "Protection Period" provided for by any agreement amended hereby shall commence to run as of the actual date of termination of the agreement and shall be governed by the terms stated in said agreement.

6. Any listing agreement amended hereby shall be automatically modified to the extent necessary to accommodate Owner's preferences or restrictions upon marketing and sale of the Property including, but not limited to, showing instructions, safety protocols for persons entering Owner's property, status of Property in MLS in accordance with MLS rules and Owner's marketing plan. To the extent that any preferences or restrictions of Owner render marketing or sale of the Property impossible or unduly burdensome, Broker, in Broker's sole discretion, may terminate the listing upon written notice to Owner.

7. Any Residential Lease Agreement amended hereby resulting in extension of an expiring Term due to Lessee's mandatory COVID-19 quarantine shall be subject to Lessee delivering to Lessor, within three (3) calendar days of the date of commencement of said quarantine or the last day of the stated Term (whichever is earlier), written confirmation of the medical necessity of such quarantine in form and substance acceptable to Lessor. Failure to provide such confirmation shall constitute a Default under the Lease and shall entitle Lessor to pursue all available remedies including, but not limited to, Termination. For any period Lessee retains possession of the Premises beyond the Term stated in the Lease by virtue of Lessee's mandatory COVID-19 quarantine, said tenancy shall be deemed week-to-week and Rent shall be paid weekly therefor in a pro-rated fashion based upon the Rent in the original Lease. During any period wherein Lessee claims a mandatory COVID-19 quarantine, Lessee shall cooperate with all reasonable requests of Lessor pertaining to Lessor's right to enter, inspect, repair, advertise and show the Premises and Lessor's other rights under the Lease.

8. Any Back-Up Agreement Contingency affected hereby shall automatically incorporate the terms hereof as to any Agreement associated therewith.

9. To the extent that any provisions hereof conflict with "Time of the Essence" clauses in any agreement governed hereby, or should the provisions hereof conflict in any other manner with any provisions of any agreement amended hereby, this Addendum shall control.

10. The parties have a duty to act in good faith toward all other parties to this agreement and any agreement amended hereby. Any action taken by a party for purposes of delay not attributable to a bona fide COVID-19 Emergency or in a bad faith effort to avoid obligations under this or any underlying agreement shall constitute a Breach of the parties' agreement and entitle the non-breaching party to seek any and all remedies under law.

11. The parties acknowledge that this Emergency is evolving daily; accordingly, this addendum is subject to any federal, state or local directives that override or alter applicable law, in which case to the extent practical this amendment shall be automatically amended so as to conform with federal, state or local directives as they become effective.

12. Any notices between parties hereunder may be delivered by electronic means to any email address or facsimile number used by the receiving party, or by U.S. Mail or other carrier capable of personal delivery.

SIGNATURE BLOCK. All parties to the agreement amended by this addendum must sign and date their signatures below:

Date signed:	Date signed:
Date signed:	Date signed:
2 Ar	
$\mathbf{Y}$	

#### **COVID-19 (NOVEL CORONAVIRUS) ADDENDUM**

#### To Exclusive Authorization and Right to Sell Listing Agreement

This form is provided as a courtesy to the parties only. It is not required to be used in this transaction and may not fit the needs, goals and purposes of the parties. The Mississippi Association of REALTORS® makes no statement or warranty as to this form, its contents or use, and the parties, by their use of this form, acknowledge said facts and agree that neither the Mississippi Association of REALTORS® nor any member thereof shall be liable to any party or person for its contents or use. If any party to this transaction does not fully understand it, or has any question, the party should seek advice from a competent legal professional before signing.

#### 1. Property Address: \_

- 2. The worldwide Coronavirus Disease (COVID-19) pandemic (the "Emergency"), with ongoing governmental policy changes, is
- 3. impacting every aspect of real estate business and transactions. This unforeseen and unanticipated Emergency may render
- 4. performance of contractual obligations difficult or impossible. Restrictions on travel, quarantines, closure of businesses, and
- 5. restricted availability of banking, inspection, legal and licensed services require amendment of the parties' legal agreement(s) so
- 6. as to mitigate these unavoidable events. This form is executed in a good faith effort to adapt the parties' agreement under these
- 7. Emergency circumstances. The parties acknowledge that this Emergency is evolving daily; accordingly, this addendum is
- subject to any federal, state or local directives that override or alter applicable law, in which case to the extent practical this
   amendment shall be automatically amended so as to conform with federal, state or local directives as they become effective.
- 10. [SELECT <u>ONE</u>]:
- 11. The parties mutually agree to terminate the Listing Agreement. Any Compensation deemed earned under this
- 12. agreement terminated hereby shall be due and payable upon the date hereof and any "Protection Period" shall commence to
- 13. run as of this date; <u>OR</u>
- 14. The parties mutually agree to **amend** the agreement as follows, with all other provisions in the agreement to remain in 15. full force and effect as stated:
- 16. To the extent the parties are able to perform as per the agreement, they shall do so. So long as the Emergency continues,17. the following provisions shall apply:
- The Emergency began on March 14, 2020 with the Proclamation of State of Emergency executed by Mississippi
   Governor Tate Reeves, and shall continue until such time as said State of Emergency is declared to be terminated.
- 2. The following provision is added to the agreement: SHOWING OR INSPECTION OF THE PROPERTY 21. 22. **DURING EMERGENCY.** In the event that Owner and Broker agree that the Property will continue to be physically 23. shown or inspected during the Emergency, Owner acknowledges that Owner, and not Broker or Broker's agents, is 24. responsible for the condition of Owner's Property. To the extent that physical showings or inspections of the Property 25. continue during the Emergency, Owner covenants to take reasonable precautions to safeguard Owner's Property to protect 26. the public against exposure to or the possibility of contracting COVID-19 by complying with federal, state and local 27. directives and guidelines pertaining to the Emergency including, but not limited to "The President's Coronavirus Guidelines 28. for America" and guidance from the Centers for Disease Control (CDC). To protect invitees to Owner's Property during 29. the Emergency, Owner covenants to immediately inform Broker if Owner or any person residing within or visiting the 30. Property is diagnosed with a confirmed case of COVID-19, or if Owner or any person residing within or visiting the 31. Property has had direct contact within the past 14 days with an individual with a confirmed case of COVID-19 (irrespective 32. of whether such party shows signs of sickness). As a condition to Broker's agreement to conduct or cooperate with other 33. physical showings or inspections of the Property pursuant to this agreement, Owner agrees to hold the listing brokerage 34. and their agents, and any buyer's brokerage and their agents, harmless from all claims for damages arising out of or 35. relating to this Emergency or the showing or inspection or availability of the Property for showing or inspection 36. during this Emergency.
- Should Owner's preferences or restrictions upon marketing and sale of the Property affect the status of Property in MLS in accordance with MLS rules, Owner agrees to any and all adjudgments to the listing to conform to MLS rules and regulations. To the extent that any preferences or restrictions of Owner, or concerns relating to the performance of Broker's responsibilities under this agreement during the Emergency, render marketing or sale of the Property impossible or unduly burdensome, Broker, in Broker's sole discretion, may terminate the listing upon written notice to Owner. In the event of termination, any Compensation deemed earned under this agreement as of the date of termination shall be due and payable and any "Protection Period" shall commence to run as of the date of termination.



Page 1 of 2

Copyright ©2020 by Mississippi Association of REALTORS® © COVID-19-F4C - COVID-19 (Novel Coronavirus) Addendum 44. 4. To the extent that any provisions hereof conflict with "Time of the Essence" clauses in the agreement, or should the45. provisions hereof conflict in any other manner with any provisions of the agreement, this Addendum shall control.

46. 5. The parties have a duty to act in good faith toward all other parties to this agreement. Any action taken by a party
47. for purposes of delay not attributable to a bona fide COVID-19 Emergency or in a bad faith effort to avoid obligations
48. under this or any underlying agreement shall constitute a Breach of the parties' agreement and entitle the non-breaching
49. party to seek any and all remedies under law.

50. 6. The parties acknowledge that this Emergency is evolving daily; accordingly, this addendum is subject to any federal,
51. state or local directives that override or alter applicable law, in which case to the extent practical this amendment shall be
52. automatically amended so as to conform with federal, state or local directives as they become effective.

53. 7. Any notices between parties hereunder may be delivered by electronic means to any email address or facsimile54. number used by the receiving party, or by U.S. Mail or other carrier capable of personal delivery.

55.				
56.	Owner	Date	Broker	Date
57.				
58.	Owner	Date		





Listing Contract COVID-19 Rider/Amendment

		MO	
Street Address	City	MO Zip Code	Cou
Listing Contract between Owner(s) and RE	EALTOR <sup>®</sup> dated:		
To the extent not specifically amended previously entered into between the pa event of any inconsistency between t Listing Contract entered into between t	arties shall remain in full for the terms set forth herein	ce and effect; provided, h and the terms set forth	nowever,
The current world-wide Coronavirus partransactions, including, but not limited to, to closures of both governmental and private	ravel restrictions, self-impose	d and governmentally requi	red isolati
REALTOR® is seeking to determine your or access to the Property. In consideration			
DECISION TO CONTINUE SHOWINGS (	OR NOT: (Please select only	one)	
Subject to applicable law, Owner auth	orizes continued "in-person"	(live) showings of, and cor	ntinued a
the Property by potential buyers, buyer ag	jents, inspectors, appraisers,	contractors, and others as i	may be n
to complete the sale and closing of the Pro	operty. Owner acknowledges	that it is impossible for REA	ALTOR® 1
and/or monitor all such individuals. Accord	dingly, Owner assumes the ris	sk of, and hereby releases a	and agree
REALTOR®, its employees, officers, age	ents, contractors and vendors	, harmless from and agair	nst, all cla
liability resulting from exposure to disease	e-causing organisms and obje	ects such as COVID-19.	
Owner elects to have the Property note	ed in the MLS to indicate that	there will be no "in-person"	(live) sha
Owner elects to have the Property note the Property of any kind until subsequent!		there will be no "in-person"	(live) sho
the Property of any kind until subsequently	y authorized by Owner.		~ /
	y authorized by Owner.		~ /
the Property of any kind until subsequently	y authorized by Owner.		、 <i>,</i>
the Property of any kind until subsequently	y authorized by Owner.		. ,
the Property of any kind until subsequentle List any other changes: (Complete only and the changes)	y authorized by Owner. <i>if applicable)</i>		. ,
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the Property of any kind until subsequentil List any other changes: (Complete only a OWNER (Signature) Printed Name Date REALTOR® acknowledges and accepts theday of	y authorized by Owner. <i>if applicable)</i> OWNER ( <i>Sig</i> Printed Name Date the above Listing Contract C , 2	<i>nature</i> ) 	* * * * * * * * ent, effect
the Property of any kind until subsequentle List any other changes: (Complete only a OWNER (Signature) Printed Name Date ************************************	y authorized by Owner. <i>if applicable)</i> OWNER ( <i>Sig</i> Printed Name Date the above Listing Contract C , 2	nature) 	* * * * * * * * ent, effect
the Property of any kind until subsequent List any other changes: (Complete only a OWNER (Signature) Printed Name Date REALTOR® acknowledges and accepts a the day of REALTOR®'s Firm Name: By (Signature)	y authorized by Owner. <i>if applicable)</i> OWNER ( <i>Sig</i> Printed Name Date the above Listing Contract C , 2	nature) 	* * * * * * * * ent, effect
the Property of any kind until subsequentil List any other changes: (Complete only a OWNER (Signature) Printed Name Date The The The The The The The The The Th	y authorized by Owner. <i>if applicable)</i> OWNER ( <i>Sig</i> Printed Name Date the above Listing Contract C , 2 mbers of the Missouri REALTORS®, that it complies in every respect with	nature) ************************************	<pre></pre>

## COVID-19 AMENDMENT TO SALE CONTRACT

1	SALE CONTRACT DATE:				
2	PROPERTY:				
3	SELLER:				
4	BUYER:				
5 6 7	including, but not limited to, travel	restrictions, self-ir	ndemic has had unprecedented impacts nposed isolation, government mandated , inspect, close and record real estate tra	quarantine, and closures of	
8 9 10 11	result of force majeure circumstance delays related to government and b	es related to COVIE usiness services, in	becomes impossible or impractical to on 0-19 (such as Buyer's or Seller's inability cluding delays by lenders, title/escrow c e as follows: <b>(check box, if applicable)</b> :	to travel or sign documents, ompanies, county assessors,	
12 13			p to days (30 if none stated) after oney shall be returned, subject to paragra		
14 15	Note: If Closing is extended related fees that may occur.	Buyer should co	ntact their lender regarding their mo	ortgage rate lock and any	
16 17 18		D-19, then Buyer o	and Buyer is unable to fund their loan r Seller may terminate the Sale Contract		
19 20 21	□ Buyer and Seller agree to m to paragraph 12.	utually terminate th	e Sale Contract and Buyer's earnest mor	ey shall be returned, subject	
22	All other provisions of the Sale Con	ntract shall remain i	n full force and effect.		
23 24	THIS AMENDMENT may be exe writing signed by Buyer and Seller.		y, in counterparts, and via facsimile an	d may only be modified in	
25 26	BUYER SIGNATURE	DATE	SELLER SIGNATURE	DATE	
27 28	Buyer Printed Name		Seller Printed Name		
29 30	BUYER SIGNATURE	DATE	SELLER SIGNATURE	DATE	
31 32	Buyer Printed Name		Seller Printed Name		

## **COVID-19 RELEASE & HOLD HARMLESS AGREEMENT**

1 The current world-wide Coronavirus (COVID-19) pandemic and government mandated

2 "shelter in place/stay at home" or similar orders in many communities, underscore the risks associated with

3 individuals viewing or inspecting property. It also emphasizes the risks to Sellers/Owners and Tenants by allowing

4 interested parties and their representatives to enter property which they own or occupy.

5 The undersigned understands that exposure to disease-causing organisms, such as COVID-19, and contaminated 6 objects, as well as personal contact with interested parties, including but not limited to real estate agents, appraisers, 7 contractors, inspectors, occupants, owners and others associated with the sale, lease or purchase of property, involve 8 a certain degree of risk that could result in illness, permanent disability or death.

9 By signing below, I agree to release and hold-harmless (insert Brokerage name)

12 resulting from exposure to disease-causing organisms, such as COVID-19, and contaminated objects, as well as

13 personal contact associated with viewing and/or inspecting property owned or occupied by others, or allowing others

14 to enter property which I own or occupy.

All parties agree that this transaction can be conducted by electronic/digital signatures, according to the Uniform
 Electronic Transaction Act as adopted by the State of Missouri.

DATE

#### 17

18 BUYER/OWNER/TENANT SIGNATURE

BUYER/OWNER/TENANT SIGNATURE

DATE

19 20 Printed Name

Printed Name

#### PARAGRAPH 11. GOVERNMENTAL INSPECTIONS AND OCCUPANCY REQUESTS NOTICE (COVID-19)

1	SALE CONTRACT DATE: PROPERTY:
2	SELLER(S):
3	BUYER(S):
4 5 6 7	In the event of any conflict between this Notice and the Sale Contract, the terms of this Notice shall control. All other terms and conditions of the Sale Contract not expressly modified herein remain unchanged. This Notice may be executed electronically, in counterparts, and via facsimile and electronic mail and may only be modified in writing signed by Buyer and Seller.
8 9	By their signatures below, Buyer and Seller agree to hold harmless from liability any real estate broker and licensee participating in this transaction arising in connection with the failure of any governmental inspection or occupancy request.
10 11 12	<b><u>PART A:</u></b> Seller notifies Buyer that Seller is unable to perform or complete any required compliance inspection (or reinspection) as outlined in paragraph 11 of the Sale Contract ("inspection") because of a government imposed inspection restriction or the refusal by any governmental entity to act timely as a result of COVID-19.
13	Seller further notifies Buyer that: (check applicable boxes)
14	□ Only a partial inspection has been performed: (check applicable box)
15 16	Seller agrees to complete required repairs from a partial inspection and provide Buyer with paid receipts and lien waivers, if applicable, for all work performed.
17	□ Seller chooses NOT to correct any requirements of the partial inspection.
18	□ No inspection could be performed.
19	□ The inspection requirements under paragraph 11 have been waived by the governmental authority in question.
20 21	If requested by Buyer, Seller agrees to provide proof of denial or waiver of inspection by the governmental authority in question.
22 23	SELLER SIGNATURE     DATE     SELLER SIGNATURE     DATE
24 25	<b>PART B:</b> Buyer is advised to contact the appropriate governmental authority and satisfy himself to the inspection and occupancy requirements. If assistance is needed, Buyer is advised to contact an attorney.
26	Buyer chooses the following options: (check applicable boxes)
27	□ After Closing and within 30 days of the governmental authority resuming the inspection process, Buyer at Buyer's

expense agrees to order any required inspection(s) and notify Seller of any inspection requirements within 5 days of receiving such inspection report. Upon receipt of the inspection report, Seller agrees to promptly order and pay for any required repairs. Seller shall have no obligation to correct any repairs if this inspection is not timely performed and/or the requirements timely provided to Seller.

32 33	□ After Closing, Buyer agrees, at Buyer's expense, to assume responsibility for ordering any additional inspection(s), completing any additional inspection requirements and obtaining an occupancy permit (if required).				
34 35	□ Buyer agrees to complete the partial inspection requirements at Buyer's expense, and assume responsibility for ordering any additional inspection(s), completing any additional requirements and obtaining an occupancy permit (if required).				
36 37	□ Buyer acknowledges this waiver, agrees to proceed without said inspections and further agrees to hold Seller harmless for any related violations unless otherwise known by the Seller.				
38 39	$\Box$ Seller to pay at Closing \$ (\$0 if none stated) towards Buyer's closing costs, prepaids, points and other fees allowed by lender. Buyer shall consult with its lender as any monetary adjustment may affect the terms of Buyer's loan.				
40	Buyer is terminating the Sale Contract with earnest money to be returned to Buyer, subject to paragraph 12.				
41 42	BUYER SIGNATUREDATEBUYER SIGNATUREDATE				
43 44 45	<u><b>PART C</b></u> : Unless Buyer elects to terminate the Sale Contract as indicated above, Seller responds as follows: (check applicable box)				
46 47 48 49 50	<ul> <li>Seller accepts Buyer's proposal. (The contingency is resolved.)</li> <li>Seller rejects Buyer's proposal.</li> <li>Seller rejects Buyer's proposal and makes the following counter proposal to Buyer:</li> </ul>				
51 52 53	SELLER SIGNATURE     DATE     SELLER SIGNATURE     DATE				
54	Buyer responds as follows: (check applicable box)				
55 56 57 58	<ul> <li>Buyer accepts Seller's rejection without satisfaction of Buyer's request. (The contingency is resolved.)</li> <li>Buyer accepts Seller's counterproposal. (The contingency is resolved.)</li> <li>Buyer does not accept Seller's counterproposal. Buyer is terminating the Sale Contract, with earnest money to be returned to Buyer, subject to paragraph 12.</li> </ul>				
59 60	BUYER SIGNATUREDATEBUYER SIGNATUREDATE				

Property Address: \_\_\_\_\_\_("Property")

Consistent with directives issued by the California Association of Realtors<sup>®</sup>, we ask these questions of all Homeowners, Occupants, Agents, Buyers, Third Party Contractors, Inspector and/or Appraisers seeking access to the Property. You are not required to answer these questions though doing so may promote maintaining continuity in effecting the purposes of ongoing contracts. Please consider that does not decide who will access the Property. Rather, we ask the Seller/Occupant for permission and the Seller/Occupant will advise if they will allow access. We also cannot warrant the accuracy of statements from any persons.

After thoughtful consideration, please consider the following questions and sign below prior to entering into and/or providing access to the Property.

Homeowner/Occupant	Yes	No
Have you recently traveled to an area with known local spread of COVID-19?		
Have you come in close contact (within 6 feet) with someone who has a laboratory confirmed COVID-19 diagnosis in the past 14 days?		
Do you have a fever (greater than 100.4 F or 38.0 C) OR symptoms of lower respiratory illness such as cough, shortness of breath, difficulty breathing, or sore throat?		

<b>Printed Name &amp; Signature:</b>	Date:	

Homeowner/Occupant	Yes	No
Have you recently traveled to an area with known local spread of COVID-19?		
Have you come in close contact (within 6 feet) with someone who has a laboratory confirmed COVID-19 diagnosis in the past 14 days?		
Do you have a fever (greater than 100.4 F or 38.0 C) OR symptoms of lower respiratory illness such as cough, shortness of breath, difficulty breathing, or sore throat?		

Printed Name & Signature:	······································
---------------------------	--

Date:

#### **COVID-19 QUESTIONNAIRE**

Property Address:	_ ("Property")	
Agent/Buyer/Third Party Contractor/Inspector/Appraiser	Yes	No
Have you recently traveled to an area with known local spread of COVID-19?		
Have you come in close contact (within 6 feet) with someone who has a laboratory confirmed COVID-19 diagnosis in the past 14 days?		
Do you have a fever (greater than 100.4 F or 38.0 C) OR symptoms of lower respiratory illness such as cough, shortness of breath, difficulty breathing, or sore throat?		

Printed Name & Signature:	Date:	

Agent/Buyer/Third Party Contractor/Inspector/Appraiser	Yes	No
Have you recently traveled to an area with known local spread of COVID-		
19?		
Have you come in close contact (within 6 feet) with someone who has a laboratory confirmed COVID-19 diagnosis in the past 14 days?		
Do you have a fever (greater than 100.4 F or 38.0 C) OR symptoms of lower respiratory illness such as cough, shortness of breath, difficulty breathing,		
or sore throat?		

Printed Name & Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Date: \_\_\_\_\_

#### **Request to all Agents, Buyers, Third Party Contractors, Inspectors** and/or Appraisers Accessing Property

Request is provided to ensure you comply with the following measures immediately prior to and/or while accessing the Property:

- Use an alcohol-based hand sanitizer immediately prior to access to the Property and apply fresh, disposable gloves that are removed after leaving the Property.
- Practice social distancing while at the Property, maintaining distance of no less than 6 feet from other persons.
- Affix and wear a fresh face mask.
- Affix and wear fresh disposable booties.
- Avoid contact with hard surfaces when possible at the Property.
- Cough and/or sneeze into your sleeve in a direction away from any other persons. -

#### Through re-execution of this document below, I agree to follow the above-requested protocol.

Printed Name & Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## AUTOMATIC EXTENSION OF CLOSING DATE ADDENDUM



This is an ADDENDUM to the REAL ESTATE PURCHASE CONTRACT (the "REPC") with an offer reference date of including all prior addenda and counteroffers, between

including all prior addenda and counteroffers, between	as
Buyer, and	as Seller, regarding the property located at
(the "Pro	operty"). The terms of this Addendum are hereby
incorporated as part of the REPC, and to the extent the terms of this Adde	endum modify or conflict with any provisions of the REPC,
including all prior addenda and counteroffers, these terms shall control ar	nd prevail.

Purchaser and Seller agree that a variety of issues outside the control of either party may impact this real estate transaction. These issues include but are not limited to the current world-wide Coronavirus (COVID-19) pandemic, the recent high volume of refinancing transactions burdening lenders, the shortage of appraisers due to the high volume of refinancing transactions, and other related issues known and unknown to the parties at this time.

#### AUTOMATIC EXTENSION OF CLOSING DATE. The parties agree and acknowledge that:

- a) In the event either the Buyer, Buyer's lender, Seller, any of their respective service providers, including but not limited to, appraisers, inspectors, a government agency, or any other agency, or any other party needed in order to perform under this transaction, becomes the subject of a voluntary or mandatory COVID-19 virus quarantine or closure prior to or at the time of the Closing Date, or
- b) In the event the high volume of refinancing transactions burdening lenders causes financing for the Buyer to not be approved prior to or at the time of Closing, or
- c) In the event the shortage of appraisers causes the necessary inspections and appraisals to not be completed prior to or at the time of the Closing Date, or
- d) If Buyer or Seller is the party to another transaction that is delayed as a result of a voluntary or mandatory COVID-19 virus quarantine, that results in the parties' inability to perform prior to or at the time of the Closing Date, or
- e) If Buyer or Seller is the party to another transaction that is delayed as a result of the high volume of refinancing transactions burdening lenders or as a result of the shortage of appraisers because of the high volume of refinancing transactions, and that delay results in the parties' inability to perform prior to or at the time of the Closing Date, that:
- f) The Closing may be automatically extended by either party for a period of 30 or \_\_\_\_\_ days after resolution of such event that caused the delay, including but not limited to the approval of financing for buyer or completion of appraisal inspections. The closing date may be extended to a maximum delay of sixty (60) days, unless the parties otherwise mutually agree to extend the Closing Date further.
- g) If the Closing does not occur prior to or at the time of the extended Closing Date, due to no fault of either party to the REPC, either party may terminate the REPC by written notice to the other party, without any further liability to the other party, and the Earnest Money shall be immediately refunded to the Buyer.
- h) If checked: Buyer and Seller agree, notwithstanding that Buyer may have removed their financing contingency, that if Buyer's inability to fund their loan and close is due to Buyer's loss of income from COVID-19 related issues, then either party may cancel the Contract and Buyer's Deposit shall be returned to Buyer.

ALL OTHER TERMS of the Real Estate Purchase Contract, including all prior addenda and counteroffers, not modified by this ADDENDUM, shall remain the same.

Seller	Date	Buyer	Date
Seller	Date	Buyer	Date
Seller's Agent	Date	Buyer's Agent	Date

#### **NEW JERSEY REALTORS®** ADDENDUM REGARDING CORONAVIRUS



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#### This Addendum is attached to and made a part of the New Jersey REALTORS® Standard Form of Real Estate Sales Contract, Form 118 (the "Contract"). If this Addendum conflicts with the Contract, then this Addendum shall control.

The current world-wide Coronavirus ("COVID-19") pandemic has had unprecedented impacts on real estate transactions, including but not limited to travel restrictions, self-imposed and governmentally required isolations, and closures of both governmental and private offices required to fund, close and record real estate transactions.

Accordingly, if the Closing is not possible or practical as a result of unforeseen circumstances related to the COVID-19, such as Buyer's or Seller's inability to travel to sign documents, closings of or delays in related government and business services, including for example delays by or closing of lenders, title/escrow, county recording offices, municipal inspections, or otherwise ("Unforeseen Circumstances"), Buyer and Seller agree as follows:

- 1. Buyer or Seller may postpone the Closing by up to days (if left blank, then 30 days) to accommodate Unforeseen Circumstances, after which either Buver or Seller may cancel the Contract and Buver's deposit shall be returned to Buver.
- If checked: If Buyer is unable to close on a loan and proceed to Closing because of Buyer's loss of income from COVID-2. 19 related issues, notwithstanding that Buyer may have removed Buyer's loan contingency, then either Buyer or Seller may cancel the Contract and Buyer's deposit shall be returned to Buyer.

3. Other:

If the Contract is cancelled as provided in this Addendum, then neither Buyer nor Seller shall have any obligations or liability under the Contract with the exception of those that expressly survive cancellation.

33	DINCER			<b></b>
34	BUYER	Date	SELLER	Date
35				
36				
37				
38	BUYER	Date	SELLER	Date
39				
40				
41				
42	BUYER	Date	SELLER	Date
43				
44				
45				
46	BUYER	Date	SELLER	Date
47				
48				
49				

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#### NEW JERSEY REALTORS® SELLERS' AND BUYERS' HOLD HARMLESS AND RELEASE REGARDING COVID-19

©2020 New Jersey REALTORS®, Inc

This Hold Harmless and Release Regarding COVID-19 is entered on this \_\_\_\_ day of \_\_\_\_\_, 2020.

- 1. Seller is the owner of residential property located at \_\_\_\_\_\_ ("Property"), which Seller has listed for sale with Broker and desires to continue to market for sale and have Broker show or allow the prospective buyer ("Buyer") and/or its agent into the Property.
- 2. Buyer and/or its agent have indicated a desire to visit the Property for the purpose of viewing it to determine if Buyer wants to make an offer to purchase it or, if there is a sales contract between Seller and Buyer, to have the Property inspected by a licensed inspector or to do a walk through. Buyer agrees that only Buyer, its agent or inspector, and immediate family are permitted into the Property.
- 3. Seller and Buyer acknowledge the existence of the COVID-19 virus, the dangers of the virus and the potential exposure to the virus that could occur as a result of Broker or Buyer or its agent, inspector or immediate family coming into the Property.
- 4. Seller and Buyer represent as for each of them that Seller and Buyer, each member of their respective households and immediate family and, if applicable, to the best of their knowledge, their agent or inspector, have not tested positive or shown signs of COVID-19, have not been in contact with any person in the past 14 days who has tested positive for COVID-19 or is waiting for results of a test for COVID-19, and have not within the last 14 days arrived from or been in contact with someone who has travelled abroad. Buyer and Seller agree to immediately notify in writing the other party and Broker if there is any change in this representation at any time up to 14 days after Buyer and/or its agent or inspector are on the Property.
- 5. Seller and Buyer agree that each of them will hold harmless, release and indemnify the Broker and the other party and their employees, agents and representatives for any exposure to or lawsuit or other claim by anyone as a result of the COVID-19 virus causing injury, illness or other damages arising from the Property being viewed or inspected.

BUYER	Date	SELLER	Date
BUYER	Date	SELLER	Date
BUYER	Date	SELLER	Date
BUYER	Date	SELLER	Date

NJ REALTORS® Sellers' and Buyers' Hold Harmless and Release Regarding COVID-19 - 03/2020 Page 1 of 1



#### NEW JERSEY REALTORS® LANDLORDS' AND TENANTS' HOLD HARMLESS AND RELEASE REGARDING COVID-19

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This Hold Harmless and Release Regarding COVID-19 is entered on this \_\_\_\_ day of \_\_\_\_\_, 2020.

- 1. Landlord is the owner of residential property at \_\_\_\_\_\_("Property"), which Landlord has listed for rent with Broker and desires to continue to market for rent and have Broker show or allow the prospective tenant ("Tenant") and/or its agent into the Property.
- 2. Tenant and/or its agent have indicated a desire to visit the Property for the purpose of viewing it to determine if Tenant wants to rent it. Tenant agrees that only Tenant and its agent and immediate family are permitted into the Property.
- 3. Landlord and Tenant acknowledge the existence of the COVID-19 virus, the dangers of the virus and the potential exposure to the virus that could occur as a result of Broker or Tenant or its agent or immediate family coming into the Property.
- 4. Landlord and Tenant represent as for each of them that each member of their respective households and immediate family and, if applicable, to the best of their knowledge, their agent and the current tenant(s) on the Property, have not tested positive or shown signs of COVID-19, have not been in contact with any person in the past 14 days who has tested positive for COVID-19 or is waiting for results of a test for COVID-19, and have not within the last 14 days arrived from or been in contact with someone who has travelled abroad. Landlord and Tenant agree to immediately notify in writing the other party and Broker if there is any change in this representation at any time up to 14 days after Tenant and/or its agent are on the Property.
- 5. Landlord and Tenant agree that each of them will hold harmless, release and indemnify the Broker and the other party and their employees, agents and representatives for any exposure to or lawsuit or other claim by anyone as a result of the COVID-19 virus causing injury, illness or other damages arising from the Property being viewed.

LANDLORD	Date	TENANT	Date
LANDLORD	Date	TENANT	Date
LANDLORD	Date	TENANT	Date
LANDLORD	Date	TENANT	Date

NJ REALTORS® Landlords' and Tenants' Hold Harmless and Release Regarding COVID-19 - 04/2020 Page 1 of 1

#### NEW JERSEY REALTORS® ADDENDUM REGARDING CORONAVIRUS

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This Addendum is attached to and made a part of the New Jersey REALTORS® Standard Form of Real Estate Sales Contract, Form 118 (the "Contract"). If this Addendum conflicts with the Contract, then this Addendum shall control.

The current world-wide Coronavirus ("COVID-19") pandemic has had unprecedented impacts on real estate transactions, including but not limited to travel restrictions, self-imposed and governmentally required isolations, and closures of both governmental and private offices required to fund, close and record real estate transactions.

Accordingly, if the Closing is not possible or practical as a result of unforeseen circumstances related to the COVID-19, such as Buyer's or Seller's inability to travel to sign documents, closings of or delays in related government and business services, including for example delays by or closing of lenders, title/escrow, county recording offices, municipal inspections, or otherwise ("Unforeseen Circumstances"), Buyer and Seller agree as follows:

- 1. Buyer or Seller may postpone the Closing by up to \_\_\_\_ days (if left blank, then 30 days) to accommodate Unforescen Circumstances, after which either Buyer or Seller may cancel the Contract and Buyer's deposit shall be returned to Buyer.
- 2. If checked: If Buyer is unable to close on a loan and proceed to Closing because of Buyer's loss of income from COVID-19 related issues, notwithstanding that Buyer may have removed Buyer's loan contingency, then either Buyer or Seller may cancel the Contract and Buyer's deposit shall be returned to Buyer.
- 3. Other:

If the Contract is cancelled as provided in this Addendum, then neither Buyer nor Seller shall have any obligations or liability under the Contract with the exception of those that expressly survive cancellation.

BUYER	Date	SELLER	Date
BUYER	Date	SELLER	Date
BUYER	Date	SELLER	Date
BUYER	Date	SELLER	Date

NEW JERSEY REALTORS





### NEW MEXICO ASSOCIATION OF REALTORS® CORONAVIRUS ADDENDUM/AMENDMENT TO RESIDENTIAL PURCHASE AGREEMENT- 2020



The	following	terms	and	conditions	are	hereby	incorporated	into	and	made	part	of the	Purchase	Agreement	dated:
			, 20	betwo	een									("B <sup>*</sup>	uyer")
and									(	"Seller	") and	l relatir	g to the fo	llowing Pro	perty:

and \_

Address

City

Zip Code

County, New Mexico

Legal Description

Or see metes and bounds description attached as Exhibit

Buyer and Seller acknowledge that the current spread of COVID-19 may cause unanticipated delays or render it impossible or commercially unreasonable for Buyer or Seller to perform one or more obligations under the Purchase Agreement, including, but not limited to closing by the Settlement Signing Date, and therefore, agree to the following:

**EVENTS EXCUSING TIMELY PERFORMANCE ("EVENT(S)"):** Buyer(s) and/or Seller(s) shall not be required to perform any obligation under this Agreement or be liable to one another for damages for failure to perform any obligation under this Agreement provided the non-performance of the obligation is caused in whole or part by the following: 1) an Essential Party's confirmed diagnosis of COVID-19; 2) a government or physician-ordered quarantine of an Essential Party; 3) a government-imposed travel or movement restriction of an Essential Party; and/or 4) the closure of any service essential to the Closing of this transaction ("Essential Service") as a result of the COVID-19 virus. Fluctuations in the stock market that make the purchase or sale of the Property less desirable to either party shall NOT excuse or delay performance under this Agreement.

"Essential Party" means Buyer(s) and/or Seller(s). "Essential Service" means a lender, insurance provider, brokerage, attorney, title company, escrow company, inspector, repair person, contractor, appraiser, utility company, governmental agency and/or any service on which a lender or title company relies for information in approving the Buyer's loan or issuing any title insurance policy.

[1] IMPORTANT NOTE: Buyers are encouraged to determine the availability of home and other inspectors the Buyer intends to engage PRIOR TO entering into the Purchase Agreement. The COVID-19 virus may impact the availability of home and other inspectors and vendors needed to conduct repairs. The parties may need to deviate from their primary selection(s) of inspectors and vendor(s) to meet the inspection and repair deadlines in the Purchase Agreement. The parties should be cognizant of this when setting deadlines for inspections and repairs.

AUTOMATIC EXTENSION AND UNILATERAL TERMINATION OPTION. All time periods, including but not limited to Inspection Deadlines, Loan Approval Deadlines, and the Settlement/Signing Date, will be extended up to 10 days after the Events no longer prevents performance under this Agreement, provided, however, if such Event(s) continues to prevent performance under this Agreement for more than 30 days beyond the Settlement/Signing Date, then either party may terminate this Agreement by delivering written notice to the other party and any Earnest Money delivered by Buyer shall be refunded to Buyer, thereby releasing Buyer from any further obligation to purchase the Property under this Agreement and Seller from any further obligation to sell the Property under this Agreement. If an extension is required, the party requiring the extension agrees to notify the other party in writing and the parties agree to execute an extension agreement.

ADDENDUM/AMENDMENT CONTROLS. Should any provision of this Addendum/Amendment conflict with any provisions of the Purchase Agreement, this Addendum/Amendment shall control.

SELLER

Signature Date
Signature Date
Signature Date
Signature Date
Signature Date

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# NEW MEXICO ASSOCIATION OF REALTORS®

#### THIS FORM IS FOR USE BY AND PROTECTION OF BROKERS AND BROKERAGES. IT MAY BE USED FOR ANY ONE OR MORE PROPERTIES, AND THEREFORE IS NOT PROPERTY SPECIFIC. IT MAY BE SIGNED BY SELLERS, BUYERS, TENANTS, INSPECTORS AND/OR ANY PERSON(S) WHO WILL BE PRESENT UPON THE PROPERTY.

**BACKGROUND.** On March 11, 2020, as a result of the current spread of COVID-19. New Mexico Governor Michelle Lujan Grisham, issued a Proclamation of State of Emergency. On March 23, 2020 a Public Health Order was issued, which among other things, prohibited gatherings of more than five (5) people, ordered the closings of all business not deemed to be "Essential Businesses" and advised New Mexican citizens to stay at home, unless travel was required for health, safety or welfare. Real Estate services and those services related thereto were deemed "essential" and may continue; however, the issuance of the Emergency and Order highlights the risk to individuals viewing and inspecting property and the risk to those who own and occupy property in allowing others to inspect or otherwise enter their property.

HOLD HARMLESS. By signature below, the undersigned hereby acknowledges the existence of the COVID-19 virus, and any applicable federal, state and/or local orders which may apply to the undersigned or property which the undersigned may own, occupy, inspect, or generally be present upon. The undersigned understands contact with others, including but not limited to, buyers, sellers, landlords, tenants, real estate brokers, vendors (who include, but are not limited to inspectors, appraisers, contractors and photographers) and others associated with the sale or purchase of property, or any locations or surfaces visited or contacted by such persons, involves a certain degree of risk which could result in illness, permanent disability, or death. The undersigned acknowledges and agrees they are responsible for staying current and in compliance with any federal, state or local directives, which may apply to them and for taking precautions to protect themselves, as set forth by the Center for Disease Control and the New Mexico Department of Health (links below).



https://www.cdc.gov/coronavirus/2019-ncov/prepare/prevention.html



https://cv.nmhealth.org

After fully and carefully considering all the potential risks involved, the undersign hereby assumes the same and releases and holds-harmless ("Brokerage(s)") and their employees, officers, agents, contractors and vendors, and waives any and all claims associated with engaging in viewing or inspecting property owned by others or in allowing others to enter property which is owned or occupied by the undersigned. Any person representing or conducting business for an entity, signs below in his/her individual and personal capacity AND in his/her capacity as a representative of the entity, even if such entity is not herein identified.

#### CAREFULLY READ THE TERMS OF THIS AGREEMENT BEFORE SIGNING. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

#### **BUYER / SELLER / TENANT / VENDORS**

Signature	Printed Name	Entity, if applicable	Date
Signature	Printed Name	Entity, if applicable	Date
Signature	Printed Name	Entity, if applicable	Date
Signature	Printed Name	Entity, if applicable	Date

NMAR NEW Form 1501 (2020 APR) Page 1 of 1 ©2020 New Mexico Association of REALTORS®

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## **NEW MEXICO ASSOCIATION OF REALTORS® CORONAVIRUS ADDENDUM/AMENDMENT TO PROPERTY MANAGEMENT AGREEMENT - RESIDENTIAL - 2020**

1 This form is provided as a courtesy to the parties. It is not required to be used and may not fit the needs, goals and purposes of the parties. The parties acknowledge that this situation is evolving daily; accordingly, this addendum is subject to any federal. state or local directives that override or alter applicable law, in which case, to the extent practical, this Addendum/Amendment shall be automatically amended so as to conform with federal, state or local directives as they become effective.

The following terms and conditions are hereby incorporated into and made part of the Residential Property Management Agreement dated: ("Brokerage") and .20 between

("Owne	r") and relating to the following Property:
City	Zip Code

Address

InstanetFORMS

Legal Description

Or see metes and bounds description attached as Exhibit County, New Mexico

On March 11, 2020, as a result of the current spread of COVID-19, New Mexico Governor Michelle Lujan Grisham, issued a Proclamation of State of Emergency ("Emergency"). On March 23, 2020 a Public Health Order was issued, which among other things, prohibited gatherings of more than five (5) people, ordered the closings of all business not deemed to be "Essential Businesses" and advised New Mexican citizens to stay at home, unless travel was required for health, safety or welfare ("Health Order"). On March 24, 2020, as a result of the Emergency, the New Mexico Supreme Court issued an order staying the issuance of writs of restitution pursuant to the New Mexico Owner Resident Relations Act for the non-payment ("Court Order"). The Court Order does not excuse a tenant's obligation to pay rent.

GRANT OF AUTIHORITY: Owner grants to Brokerage ali authority to amend Rental Agreement(s) as necessary to address the Emergency, Health Order and Court Order, including, but not limited to extending the lease if necessary due to government or physicalordered quarantine or diagnosis of a tenant or tenant's household member, deferment of rental payments and/or application of security deposits and/or last month's rent to rental payments due.

PROPERTY MANAGEMENT FEES: Generally, the Brokerage receives Property Management Fees due under the Property Management Agreement from rent proceeds received from the Residential Rental Agreement. If a tenant does not pay rents as required by the Rental Agreement, Brokerage normally has the ability to serve tenant(s) with a Notice of Non-Payment of Rent and pursue eviction through court action. However, pursuant to the Court Order, courts are prohibited from evicting a tenant if the tenant demonstrates an inability to pay rent. Consequently, until the Court Order is withdrawn or modified, Brokerage will not be able to evict a tenant for non-payment of rent.

Brokerage and Owner agree that if rent must be deferred that Owner shall pay Brokerage compensation per the Property Management Agreement as following:

- U Within days of receipt of Brokerage's Invoice ("Due Date"). Failure of Owner to pay invoice within the time-frame agreed shall result in a late fee of 
  \$ % interest on the invoiced amount beginning the day after the and/or Duc Date. Failure of Owner to pay Brokerage Manager within days of the Due Date, shall be considered a material default of the Property Management Agreement and shall entitle Brokerage to cease all performance under the Property Management Agreement and to pursue all remedies available through law and equity for such default.
- □ As deferred rent payments are received from tenant(s). □ Brokerage may also retain \_ % interest on the Property Management fees due beginning the day after the date the rent would have normally been due and payable if not for the deferment.

All other terms and condition of the Property Management Agreement not otherwise changed by this Addendum/Amendment shall remain in full force and effect.

#### BROKERAGE

Broker Name	Broker's Signature	Date
	OWNER	
Signature		Date
Signature		Date
NMAR Form 1503 (2020 APR) Page 1 of 1	©2020 New Mexico Association of REALTORS®	
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NEW MEXICO ASSOCIATION OF REALTORS®

**CORONAVIRUS ADDENDUM/AMENDMENT TO LISTING AGREEMENT - 2020** 

This form is provided as a courtesy; it is not required to be used. The parties acknowledge that this situation is evolving daily; accordingly, this addendum is subject to any federal, state or local directives that override or alter applicable law, in which case to the extent practical this amendment shall be automatically amended so as to conform with federal, state or local directives as they become effective.

The following	terms	and	conditions a	are hereby	incorporated	into	and a	made	part o	of the	Listing	Agreement	dated:
		, 20	betwee	en			1.1.4			-		("Broke	rage")
and				_			("5	Seller"	) and r	elating	to the fe	ollowing Pro	perty:

Address

2

Zip Code

Legal Description

City

Or see metes and bounds description attached as Exhibit \_\_\_\_\_, \_\_\_\_County, New Mexico

On March 11, 2020, as a result of the current spread of COVID-19, New Mexico Governor Michelle Lujan Grisham issued a Proclamation of State of Emergency ("Emergency"). On March 23, 2020 a Public Health Order was issued, which among other things, prohibited gatherings of more than five (5) people, ordered the closings of all business not deemed to be "Essential Businesses" and advised New Mexican citizens to stay at home, unless travel was required for health, safety or welfare ('Order"). Real Estate services and those services related thereto were deemed essential.

Brokerage and Seller acknowledge that the Emergency and the Order may cause unanticipated delays or render it impossible for Brokerage or Seller to perform one or more obligations under the Listing Agreement ("Agreement"), including, but not limited to marketing of the Property, and therefore, mutually agree to **amend** the Agreement as follows:

OPEN HOUSES: Due to restriction on Mass Gatherings, as defined in the Order, there will be no physical Open Houses
of the Property held until the Order is withdrawn or amended to increase the number of people permitted at Mass
Gatherings. Nothing herein prevents or requires the holding of a virtual open house.

#### 2. SHOWINGS OF THE PROPERTY.

- A. Right to Cease Showings. By written notice to the other party, either party may decide that the Property will not be made available for physical showings during the Emergency. In the event the parties agree that the Property will continue to be physically shown during the Emergency, Seller acknowledges that Seller, and not Brokerage or Brokerage's agents, is responsible for the condition of Seller's Property.
- B. Seller to Take Reasonable Precautions. To the extent that physical showings of the Property continue, Seller agrees to take reasonable precautions to safeguard Seller's Property to protect the public against exposure to or the possibility of contracting COVID-19 by complying with federal, state and local directives and guidelines, including, but not limited to <u>"The President's Coronavirus Guidelines for America"</u> and guidance from the <u>Centers for Disease Control (CDC</u>).
- C. Seller to Notify of Potential Exposure. To protect invitees to Seller's Property during the Emergency, Seller covenants to immediately inform Brokerage if Seller or any person residing within or visiting the Property is diagnosed with a confirmed case of COVID-19, or if Seller or any person residing within or visiting the Property has had direct contact within the past 14 days with an individual with a confirmed case of COVID-19 (irrespective of whether such party shows signs of sickness).
- D. Hold Harmless. As a condition to Broker's agreement to conduct or cooperate with other physical showings of the Property pursuant to this Addendum/Amendment, Seller agrees to hold the listing brokerage and their agents, and any buyer's brokerage and their agents, harmless from all claims for damages arising out of or relating to this Emergency or the showing or availability of the Property for showing during this Emergency.
- E. Compliance with MLS Rules. Should Seller's preferences or restrictions upon marketing of the Property affect the status of Property in the MLS, Seller agrees to any and all adjustments to the listing to conform to MLS rules and regulations.

NMAR NEW Form 1502 (2020 APR) Page 1 of 2 C2020 New Mexico Association of REALTORS Initials: \_\_\_\_/ \_\_\_/

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## NEW MEXICO ASSOCIATION OF REALTORS® CORONAVIRUS ADDENDUM/AMENDMENT TO LISTING AGREEMENT - 2020

- F. Extension of Agreement. If checked, at Brokerage's sole discretion, the Agreement shall be extended by any period of time that Seller elects to cease showings of the Property.
- G. Tenant-Occupied Property. If the Property is tenant-occupied, showings depend on the Tenant's cooperation and adherence to applicable laws. If tenant prohibits showings of the Property, at Brokerage's discretion, the Agreement shall extend for the period of time that Tenant makes the Property unavailable for showings.
- 3. BROKERAGE'S RIGHT TO TERMINATE. To the extent that any preferences or restrictions of Seller, or concerns relating to the performance of Brokerage's responsibilities under this agreement during the Emergency, render marketing or sale of the Property impossible or unduly burdensome, Brokerage, in Brokerage's sole discretion, may terminate the listing upon written notice to Seller. In the event of termination, any Compensation deemed earned under this agreement as of the date of termination shall be due and payable and the "Protection Period" shall commence to run as of the date of termination.
- 4. PERFORMANCE IN GOOD FAITH. The parties have a duty to act in good faith. Any action taken by a party for purposes of delay not attributable to a bona fide COVID-19 Emergency or in a bad faith effort to avoid obligations under the Agreement shall constitute a Breach of the parties' Agreement and entitle the non-breaching party to seek any and all remedies under law.
- ADDENDUM/AMENDMENT CONTROLS. Should any provision of this Addendum/Amendment conflict with any
  provisions of the Agreement, this Addendum/Amendment shall control.

Broker Name	Signature	Date
	SELLERS	
Signature		Date
Signature	17-5	Date
Signature		Date





## NEW MEXICO ASSOCIATION OF REALTORS® COVID-19 – IN-PERSON VIEWING/INSPECTION OF PROPERTY INFORMATION SHEET AND ACKNOWLEDGEMENT – 2020

#### BACKGROUND.

On March 11, 2020, as a result of the current spread of COVID-19, New Mexico Governor Michelle Lujan Grisham, issued a Proclamation of State of Emergency. On March 23, 2020 a Public Health Order was issued, which among other things, prohibited gatherings of more than five (5) people, ordered the closings of all business not deemed to be "Essential Businesses" and advised New Mexican citizens to stay at home, unless travel was required for health, safety or welfare. Real Estate services and those services related thereto were deemed "essential" and may continuc; however, the issuance of the Emergency and Order highlights the risk to individuals viewing and inspecting property and the risk to those who own and occupy property in allowing others to inspect or otherwise enter their property.

#### RISKS ASSOCIATED WITH IN-PERSON VIEWING AND INSPECTIONS.

The undersigned hereby acknowledges the existence of the COVID-19 virus, and any applicable federal, state and/or local orders which may apply to the undersigned or property which the undersigned may own, occupy, inspect, or generally be present upon. The undersigned understands contact with others, including but not limited to, buyers, sellers, landlords, tenants, real estate brokers, vendors (who include, but are not limited to inspectors, appraisers, contractors and photographers) and others associated with the sale or purchase of property, or any locations or surfaces visited or contacted by such persons, involves a certain degree of risk which could result in illness, permanent disability, or death. Broker and Brokerage make no guaranty or warranty that the undersigned will not be exposed to the COVID-19 virus in the process of viewing, inspecting or generally being present upon properties or in allowing others to view, inspect or otherwise be present upon their property, as the case may be. The undersigned acknowledges that they are responsible for staying current and in compliance with any federal, state or local directives, which may apply to them and for taking precautions to protect themselves, as set forth by the Center for Disease Control and the New Mexico Department of Health (links below).



https://www.cdc.gov/coronavirus/2019-ncov/prepare/prevention.html



https://cv.nmhealth.org

#### ACKNOWLEDGEMENT

Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date







### **NEW MEXICO ASSOCIATION OF REALTORS® COVID-19 – SELLER(S) AND BUYER(S) HOLD HARMLESS AGREEMENT 2020**

#### THIS FORM IS FOR USE BY SELLERS AND POTENTIAL OR ACTUAL BUYERS ("BUYER") WHEN BUYER WILL BE VIEWING OR INSPECTING THE PROPERTY IN-PERSON. POTENTIAL BUYERS ARE THOSE PERSONS NOT YET UNDER CONTRACT TO PURCHASE AND ACTUAL BUYERS ARE THOSE UNDER CONTRACT TO PURCHASE.

#### PROPERTY ADDRESS: \_\_\_\_\_

Or

Legal Description

Or see metes and bounds description attached as Exhibit \_\_\_\_\_, \_\_\_\_\_ County, New Mexico.

BACKGROUND. On March 11, 2020, as a result of the current spread of COVID-19, New Mexico Governor Michelle Lujan Grisham, issued a Proclamation of State of Emergency ("Emergency"). On March 23, 2020 a Public Health Order was issued. which among other things, prohibited gatherings of more than five (5) people, ordered the closings of all business not deemed to be "Essential Businesses" and advised New Mexican citizens to stay at home, unless travel was required for health, safety or welfare ('Order"). Real Estate services and those services related thereto were deemed "essential" and may continue; however, the issuance of the Emergency and Order highlights the risk to individuals viewing and inspecting property and the risk to those who own and occupy property in allowing others to inspect or otherwise enter their property.

ACKNOWLEDGMENT. By signature below, Seller(s) and Potential or Actual Buyer(s) entering the Property ("Buyer(s)") hereby acknowledge the existence of the COVID-19 virus, and any applicable federal, state and/or local orders which may apply to either party or the Property which either party may own, occupy, inspect, or generally be present upon. Seller(s) and Buyer(s) understand that contact with each other or any locations or surfaces visited or contacted by one another, involves a certain degree of risk which could result in illness, permanent disability, or death. Seller(s) and Buyer(s) acknowledge and agree they are responsible for staying current and in compliance with any federal, state or local orders, which may apply to them and for taking precautions to protect themselves, as set forth by the National Center for Disease Control and Prevention and the New Mexico Department of Health, links below.



https://www.cdc.gov/coronavirus/2019-ncov/prepare/prevention.html



https://cv.nmhealth.org

HOLD HARMLESS. After fully and carefully considering all the potential risks involved, Seller(s) and Buyer(s) hereby assume the same and mutually release and hold-harmless each other and their respective successors, assigns, employees, officers and agents and waive any and all claims associated with allowing the Property to be viewed and/or inspected in-person or with viewing and/or inspecting the Property in-person, as the case may be.

#### CAREFULLY READ TERMS AND IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

SELLER(S)

Signature	Printed Name	Date	
Signature	Printed Name	Date	
	BUYER(S)		
Signature	Printed Name	Date	
Signature	Printed Name	Date	
NMAR Form 1506 (2020 APR) Page 1 of 1	©2020 New Mexico Association of REALTORS®		

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# NEW MEXICO ASSOCIATION OF REALTORS® REMOTE VIEWING AND SIGHT UNSEEN HOLD HARMLESS AGREEMENT – 2020

NAME OF LI BUYER(S) OR LI TENANT(S):	
	("PARTY")
PROPERTY:	
Or Legal Description	
Or see metes and bounds description attached as Exhibit,	County, New Mexico.
BROKERAGE:	
BROKER:	
QUALIFYING BROKER:	
[CHECK APPLICABLE]	NMREC License No

□ "REMOTE PROPERTY VIEWING" occurs when Party chooses to waive or forego an in-person viewing of the inside and/or outside of the Property, and instead views the Property remotely by video or photos provided by the seller/owner, occupant, Brokerage or any other source or through some other method of viewing or imaging the Property without the Party having physically visited the Property and toured the inside and/or outside of the Property.

SIGHT UNSEEN" occurs when the Party chooses to waive or forego viewing of the inside and/or outside of the Property in any manner, either in-person or through Remote Property Viewing.

PARTY ACKNOWLEDGES THE RISKS inherent in purchasing or renting the Property by Remote Property Viewing or Sight Unseen.

In the event of Remote Property Viewing, videos and photographs may not accurately convey details of the property that may be important to the Party, including, but not limited to details regarding the condition of the Property, the scale of rooms, the context of the neighborhood and surrounding areas, and sounds and smells that may be present in the Property or surrounding areas that could be detected in person. Photos and videos typically will not cover 100% of the Property, improvements, or yard, and will not show adjacent properties. If the Party was to view the Property in person, it is more likely that he/she would detect defects, adverse conditions, and other characteristics of the Property and environs, if any exist, that could influence the Party's decision to buy or lease the Property at a particular price and/or under certain terms.

Upon request by the Party and to the extent practicable, the Broker will obtain and send photographs and videos showing the Property (subject to any agreement by the Party to pay for or reimburse the Brokerage for expenses related to photography and videography). However, the Broker makes no representations that any video, photo or other representations of the Property, provided by the Brokerage or Broker, or obtained by the Party through any other source, provides a complete or accurate representation of the Property in its entirety. The Party is encouraged to conduct an in-person viewing of the inside and outside of the Property and surrounding areas if at all possible.

If Party chooses to make an offer to purchase or lease based on Remote Property Viewing or Sight Unseen, Party holds harmless Brokerage and its brokers, agents and employees against any claim, cause of action, or complaint against them for damages or any other relief based on Party's decision to make the offer based on Remote Property Viewing or Sight Unseen, including, but not limited to a claim that Party would not have bought or leased the property had he/she viewed the Property in person.

## **BUYER(S) OR TENANT(S)**

Signature		Date	
Signature		Date	
Signature		Date	
Signature NMAR NEW Form 1505 (2020 APR) Page 1 of 1	©2020 New Mexico Asseciation of REALTORS®	Date	

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#### **COVID-19 ADDENDUM**

Property:	 	 
Seller:	 	 
Buyer:	 	 

This Addendum is attached to and made a part of the Offer to Purchase and Contract ("Contract") between Seller and Buyer for the Property.

Buyer and Seller acknowledge and understand that an event related to the world-wide Coronavirus (COVID-19) pandemic may arise or has arisen that could make it unduly burdensome or impossible for Buyer or Seller to exercise their rights and/or perform their obligations under the Contract, including but not limited to, travel restrictions which prevent the attendance of a party or Closing attorney at the place of Settlement on the Closing Date, medically self-imposed or governmentally required isolations pertaining to a party or Closing attorney, closures of governmental or private offices and institutions required to fund, close and record real estate transactions in the county where the Property is located, or conditions which would result in a violation of law or any lender-imposed condition of funding if the Closing attorney were to record documents or disburse funds relating to transactions under this Contract on or after the Settlement Date ("COVID-19-Related Restriction"). Buyer and Seller therefore agree to the following:

**1.** Buyer's inability to obtain loan. Buyer and Seller agree that if Buyer is unable to obtain a loan to purchase the Property due to Buyer's loss of income related to the COVID-19 pandemic, then either Party may terminate the Agreement and Seller shall retain the Due Diligence Fee and the Earnest Money Deposit shall be refunded to Buyer.

**2. Use of alternative methods**. Buyer and Seller agree that notwithstanding the fact that a COVID-19-Related Restriction may make it more difficult for them to exercise a right and/or perform an obligation under the Contract, they will make a good faith effort to use alternative methods that may be reasonably available in order to exercise their rights and/or perform their obligations under the Contract, including the execution of documents and participation in meetings using electronic means.

**3. Extension of Deadlines**. If, notwithstanding Buyer and/or Seller's good faith efforts, a COVID-19-Related Restriction makes it unduly burdensome or impossible for Buyer or Seller to exercise a right or perform an obligation in accordance with the terms of the Contract, Buyer and Seller agree that the party subject to the COVID-19-Related Restriction shall give as much notice as possible under the circumstances, in writing, to the other party, including a description of the COVID-19-Related Restriction, and that in such event, all deadlines in the Contract that have not expired shall be extended by \_\_\_\_\_\_ days. Buyer and Seller agree that this extension of deadlines shall take place one time only, whether extended by Buyer, Seller or both parties, unless Buyer and Seller agree in writing to a further extension or extensions.

**4. Completion of transaction**. If, following an extension of deadlines in accordance with paragraph 3, any relevant COVID-19-Related Restriction no longer applies, Buyer and Seller will make a good faith effort to complete the transaction contemplated by the Contract as soon as reasonably possible.

**5. Inability to complete transaction**. If, following the last agreed-upon Settlement Date, Buyer or Seller are unable to complete the transaction contemplated by the Contract within the number of days specified in paragraph 3 due to a then-existing COVID-19-Related Restriction for which notice was given according to this Addendum, the Contract shall become null and void unless waived or extended by Buyer and Seller as provided above. In the event the Contract becomes null and void hereunder, Seller shall retain the Due Diligence Fee and the Earnest Money Deposit shall be refunded to Buyer.

**6. Relationship to "Delay in Settlement/Closing" paragraph**. Buyer and Seller agree that in the event either party gives notice of a COVID-19-Related Restriction according to this Addendum, any delay in Settlement/Closing shall be governed by the provisions of this Addendum rather than the "Delay in Settlement/Closing" paragraph in the Contract. However, if a party is unable to complete Settlement by the Settlement Date due to any non-COVID-19-Related Restriction, the provisions of the "Delay in Settlement/Closing" paragraph in the Contract shall apply.

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT THIS ADDENDUM SHALL CONTROL, EXCEPT THAT IN THE CASE OF SUCH A CONFLICT AS TO THE DESCRIPTION OF THE PROPERTY OR THE IDENTITY OF THE BUYER OR SELLER, THE CONTRACT SHALL CONTROL.

THE NORTH CAROLINA ASSOCIATION OF REALTORS<sup>®</sup>, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Date:	Date:
Buyer:	Seller:
Date:	Date:
Buyer:	Seller:
Entity Buyer:	Entity Seller:
(Name of LLC/Corporation/Partnership/Trust/etc.)	(Name of LLC/Corporation/Partnership/Trust/etc.)
By:	By:
Name: Print Name	Name: Print Name
Title:	Title:
Date:	Date:

#### **ONSITE PREVIEW ADDENDUM**

Property:	 	 	 
Seller:	 	 	 
Buyer:			

This Onsite Preview Addendum is attached to and made a part of the Offer to Purchase and Contract between Seller and Buyer for the Property (the "Contract").

Buyer and Seller acknowledge that Buyer's ability to conduct an onsite visual inspection or "preview" of the Property has been prohibited or impaired as a result of one or more so-called "Stay at Home" orders issued by local, state, and/or federal authorities. However, a limited Onsite Preview may be permitted once a sales contract is pending. The purpose of this Addendum is to allow the creation of this Contract and then give Buyer an agreed-upon period of time, in exchange for the payment of an agreed-upon fee, to conduct an onsite preview of the Property following the Effective Date of the Contract in order to determine whether Buyer will proceed with the Contract.

1. **Onsite Preview Rights.** Buyer and Seller agree that upon Buyer's delivery to Seller of the Onsite Preview Fee described in paragraph 2 of this Addendum, Buyer shall have the opportunity through 5:00 p.m. on \_\_\_\_\_\_ ("Onsite Preview Period"), *TIME BEING OF THE ESSENCE*, at an appointed time reasonably agreeable to the Seller, to physically preview the Property to determine if Buyer will proceed with the Contract, subject to applicable "Stay at Home" orders then in effect ("Onsite Preview Rights").

2. **Onsite Preview Fee**. In consideration for Buyer's Onsite Preview Rights, Buyer shall pay Seller a non-refundable fee in the amount of  $\_$ \_\_\_\_\_\_, payable by  $\Box$  cash  $\Box$  personal check  $\Box$  official bank check  $\Box$  wire transfer, or  $\Box$  electronic transfer ("Onsite Preview Fee"). The Onsite Preview Fee shall be payable and delivered to Seller by the Effective Date of the Contract and shall be a credit to Buyer at Settlement. Seller shall have the right to terminate the Contract in accordance with the procedure set forth in paragraph 1(d) of the Contract if Buyer fails to timely deliver the Onsite Preview Fee.

3. Notification of Decision Not to Proceed. If Buyer decides NOT to proceed with the Contract, whether or not Buyer has exercised Buyer's Onsite Preview Rights, Buyer must notify Seller in writing of Buyer's decision not to proceed with the Contract prior to the end of the Onsite Preview Period, *TIME BEING OF THE ESSENCE* ("Notification of Decision Not to Proceed"). Upon Buyer's Notification of Decision Not to Proceed, the Contract will become NULL AND VOID, in which event Seller shall retain the Onsite Preview Fee and neither party will have any further rights or obligations under the Contract.

If Buyer fails to notify Seller in writing prior to the end of the Onsite Preview Period that Buyer has decided not to proceed with the Contract, Buyer and Seller acknowledge and understand that the Contract shall remain in full force and effect according to its terms, except as specifically modified by this Addendum.

4. **Delivery of Due Diligence Fee/Earnest Money Deposit**. Notwithstanding paragraph 1(d) of the Contract, if Buyer decides to proceed with the Contract, then:

(a) the Due Diligence Fee shall be payable and delivered to Seller no later than the expiration of the Onsite Preview Period, and
(b) the Initial Earnest Money Deposit shall be payable and delivered to Escrow Agent EITHER □ upon the expiration of the Onsite Preview Period OR □ within five (5) days of the expiration of the Onsite Preview Period.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT THIS ADDENDUM SHALL CONTROL, EXCEPT THAT IN THE CASE OF SUCH A CONFLICT AS TO THE DESCRIPTION OF THE PROPERTY OR THE IDENTITY OF THE BUYER OR SELLER, THE CONTRACT SHALL CONTROL.

THE NORTH CAROLINA ASSOCIATION OF REALTORS<sup>®</sup>, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Date:	Date:		
Buyer:	Seller:		
Date:	Date:		
Buyer:	Seller:		
Entity Buyer:	Entity Seller:		
(Name of LLC/Corporation/Partnership/Trust/etc.) By:	(Name of LLC/Corporation/Partnership/Trust/etc.)         By:		
Name:	Name:		
Title:	Print Name		
Date:	Date:		
NOTICE TO SELLER OF BUYER'S D	ECISION NOT TO PROC	CEED WTH CONTRACT	
NOTICE is hereby given to		(insert name of Seller) from Buyer	
under the Contract between them dated	that Buyer has c	lecided NOT to proceed with the Contract.	
Buyer:	Date:	Time:	
Buyer:	Date:	Time:	
Entity Buyer:			
	Date:	Time:	
(Name of LLC/Corporation/Partnership/Trust/etc.			
By:			

## ACKNOWLEDGMENT OF RECEIPT OF ONSITE PREVIEW FEE

("Seller")
("Buyer")
("Property")

#### LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF ONSITE PREVIEW FEE

The Onsite Preview Addendum to the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of an Onsite Preview Fee in the amount of \$\_\_\_\_\_, receipt of which Listing Agent hereby acknowledges.

Date	Firm:
	By:
	(Signature)
	(Print name)
□ SELLER ACKNOWLEDGMENT OF RECEIPT O	E ONSITE DREVIEW FEE
The Onsite Preview Addendum to the Offer to Purchase an	nd Contract between Buyer and Seller for the sale of the Property provides for
the payment to Seller of an Onsite Preview Fee in the amo	

Date	Seller:	
		(Signature)
Date	Seller:	
		(Signature)



# **GREATER TULSA ASSOCIATION OF REALTORS®**

# **Listing Agreement COVID-19 Amendment**

Seller: \_\_\_\_\_
Property Address: \_\_\_\_\_

Listing Agreement between Seller and REALTOR<sup>®</sup> dated:

The current world-wide Coronavirus pandemic ("COVID-19") has had unprecedented impacts on real estate transactions, including, but not limited to, travel restrictions, self-imposed and governmentally required isolations, and closures of both governmental and private offices required to fund, close and record real estate transactions. The purpose of this Amendment is to confirm Seller's authorization to continue to allow open houses and "in-person" (live) showings of the Property, and access to the Property by other parties.

In consideration of the foregoing, Seller and REALTOR<sup>®</sup> amend the original Listing Agreement as follows:

## SELLER'S DECISION REGARDING AUTHORIZATION OF ACCESS TO THE PROPERTY

#### (Please select 1 or 2)

1. Seller authorizes REALTOR<sup>®</sup> to continue to have access to the Property to conduct (check one) \_\_\_\_\_\_ live, in-person open houses and showings of the Property or \_\_\_\_\_\_ virtual open houses and showings of the Property. And Seller authorizes access to the Property by potential buyers, buyer's real estate broker, agent, licensee, or associate, inspectors, appraisers, contractors, and others as may be necessary for the showing of the Property, and to complete the sale and closing of the Property.

2. Seller directs REALTOR<sup>®</sup> to have the Property withdrawn from the MLS and Seller understands that during this period there will be no marketing or showing of the Property.

In the event the Listing Agreement authorized REALTOR<sup>®</sup> to place a "Lock Box" on the Property, Seller authorized the "Lock Box" to (check one)  $\Box$  remain on  $\Box$  be removed from the Property.

List any other changes: (Complete only if applicable)

To the extent not specifically amended hereby, the terms and conditions of the Listing Agreement previously entered into shall remain in full force and effect. Provided, however, in the event of any inconsistency between the terms and conditions of this Amendment and the terms and conditions of the original Listing Agreement, the terms and conditions of this Amendment shall control.

SELLER (Signature)	SELLER (Signature)	—
Printed Name	Printed Name	
Date	Date	
		_

REALTOR<sup>®</sup> acknowledges and agrees to this Listing Agreement COVID-19 Amendment, effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

REALTOR<sup>®</sup> (Company)

REALTOR<sup>®</sup>/Associate (Signature) Printed Name

## AMENDMENT TO UNIFORM CONTRACT OF SALE OF REAL ESTATE (RESIDENTIAL) (OKLAHOMA COVID-19)

This Amendment ("Amendment") to Oklahoma Uniform Contract of Sale of Real Estate (Residential Sale) (the "Contract") is entered into and made effective as of \_\_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_, as "Seller" and

as "Buyer."

Buyer and Seller entered into that certain Oklahoma Uniform Contract of Sale of Real Estate (Residential Sale) dated \_\_\_\_\_\_, as may have been amended (the "Agreement"), wherein Buyer agreed to purchase from Seller the real estate located at \_\_\_\_\_\_, as further described in the Contract, on the terms and conditions set forth in the Contract.

Buyer and Seller hereby acknowledge that circumstances surrounding the existing and ongoing global pandemic known as COVID-19 will affect the ability of Buyer, Seller, third-party services providers and lenders to allow timely performance of the Contract by Buyer and Seller. Accordingly, Seller and Buyer desire to amend the Contract in accordance with the terms of this Amendment.

In consideration of the mutual promises, covenants and agreements set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

- 1. <u>Defined Terms</u>. All capitalized terms used herein and not otherwise defined herein shall have the same meanings ascribed to such terms in the Contract.
- 2. □ If checked: BUYER and SELLER agree to amend the Closing Date set forth under paragraph 3 of the Contract to be on or before \_\_\_\_\_\_, 2020. All other dates under the Contract determined by the Closing Date shall also be deemed modified hereby.
- ☐ If checked: BUYER and SELLER agree to amend the number of days Buyer has from the Time Reference Date to complete any investigations, inspections and reviews set forth under Paragraph 7.A of the Contract to \_\_\_\_\_\_ days. All other dates under the Contract determined by the date set forth in paragraph 7.A of the Contract shall also be deemed modified hereby.
- 4. □ If checked: BUYER and SELLER agree to amend the number of days Buyer has from receipt of Title Evidence to examine the Title Evidence and to deliver Buyer's objections to Title to Seller or Seller's Broker, if applicable, under paragraph 10.D(1) to \_\_\_\_\_\_ days. All other dates under the Contract determined by the date set forth in paragraph 10.D(1) of the Contract shall also be deemed modified hereby.
- 5. Other:

Except as amended herein, the terms of the Contract shall continue in full force and effect, and Seller and Buyer acknowledge, ratify and confirm the Agreement, as amended herein.

and the second second second

Buyer's Signature	Date	Seller's Signature	Date
Print Buyer's Full Name	(First, Middle, Last)	Print Seller's Full Name	(First, Middle, Last)
Buyer's Signature	Date	Seller's Signature	Date
Print Buyer's Full Name	(First, Middle, Last)	Print Seller's Full Name	(First, Middle, Last)

### CORONAVIRUS ADDENDUM

This Coronavirus Addendum (the "Addendum") is made on	("Addendum Effective Date")
and hereby amends or is incorporated into and made a part of the Purchase A	greement (the "Agreement") by and
between ("Buyer") and	
("Seller") for the purchase and sale of the property located at	
(the "Property").	

Buyer and Seller acknowledge that the current coronavirus (COVID-19) pandemic is affecting the real estate industry and may cause delays in closing real estate transactions. Buyer and Seller acknowledge that an event related to the COVID-19 pandemic may arise or has arisen that could make it impossible or impractical to fulfill their obligations under the Agreement. In the event that complying with the terms of the Agreement is not possible or practical as a result of unforeseen circumstances related to the COVID-19 pandemic, including but not limited to travel restrictions, self-imposed or government-mandated isolations or quarantines, the declaration of a state or national emergency, and closure or delays of government offices involved in the funding, closing, or recording of real estate transactions ("COVID-19 Condition"), Buyer and Seller agree as follows:

- 1. Buyer and Seller agree either party may extend all deadlines in the Agreement by □ thirty (30) days after the original closing date or □ \_\_\_\_\_\_ days after the end of the COVID-19 Condition upon written notice to the other party. The parties agree that the extension shall apply only to the extent the COVID-19 Condition is responsible for the delay in closing and, where possible, closing shall continue as set forth in the Agreement. Should the COVID-19 Condition continue for a minimum of □ sixty (60) days or □ \_\_\_\_\_ days, Buyer shall have the right to terminate the Agreement upon written notice to Seller. The earnest money shall be returned to Buyer.
- 2. Check if applicable: Buyer and Seller agree that, notwithstanding that Buyer may have satisfied its financing contingency, if Buyer's inability to fund the loan and close escrow is due to Buyer's loss of income from COVID-19 related issues, then either party may cancel the Agreement and the earnest money shall be returned to Buyer.
- 3. Check if applicable: Buyer and Seller mutually agree to cancel the Agreement and the earnest money shall be returned to Buyer.
- 4. The parties agree to work in good faith to perform according to the terms of the Agreement to complete closing in a timely manner.

5. Other:\_\_\_\_\_

All other terms and conditions of the Agreement shall remain in full force and effect. Buyer and Seller acknowledge that they have been advised to seek legal counsel before signing this Addendum. By signing below, Buyer and Seller each acknowledge that they have read, understand, accept and have received a copy of the Addendum.

Buyer:	Seller:		
Print Name:	Print Name:		
Date:	Date":	-	
		·	
	117 	InstanetFORMS'	

## OKLAHOMA REAL ESTATE COMMISSION

## DISCLOSURE TO SELLER OR BUYER OF BROKERAGE DUTIES, RESPONSIBILITIES AND SERVICES

This notice may be part of or attached to any of the following:

Buyer Brokerage AgreementSales Agreement

Listing Brokerage Agreement
 Exchange Agreement

Option AgreementOther

1. Duties and Responsibilities. A Broker who provides Brokerage Services to one or both parties shall describe and disclose in writing the Broker's duties and responsibilities prior to the party or parties signing a contract to sell, purchase, option, or exchange real estate.

A Broker shall have the following duties and responsibilities which are mandatory and may not be abrogated or waived by a Broker, whether working with one party, or working with both parties:

A. treat all parties to the transaction with honesty and exercise reasonable skill and care;

B. unless specifically waived in writing by a party to the transaction:

- 1) receive all written offer and counteroffers;
- 2) reduce offers or counteroffers to a written form upon request of any party to a transaction; and
- 3) present timely all written offers and counteroffers.

C. inform, in writing, the party for whom the Broker is providing Brokerage Services when an offer is made that the party will be expected to pay certain closing costs, Brokerage Service costs and the approximate amount of the costs;

D. keep the party for whom the Broker is providing Brokerage Services informed regarding the transaction;

E. timely account for all money and property received by the Broker;

F. keep confidential information received from a party or prospective party confidential. The confidential information shall not be disclosed by a Broker without the consent of the party disclosing the information unless consent to the disclosure is granted in writing by the party or prospective party disclosing the information, the disclosure is required by law, or the information is made public or becomes public as the result of actions from a source other than the Broker. The following information shall be considered confidential and shall be the only information considered confidential in a transaction:

1) that a party or prospective party is willing to pay more or accept less than what is being offered,

that a party or prospective party is willing to agree to financing terms that are different from those offered,
 the motivating factors of the party or prospective party purchasing, selling, optioning or exchanging the property, and

4) information specifically designated as confidential by a party unless such information is public.

G. disclose information pertaining to the Property as required by Residential Property Condition Disclosure Act;

- H. comply with all requirements of the Oklahoma Real Estate Code and all applicable statutes and rules;
- I. when working with one party or both parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both parties.

2. Brokerage Services provided to both parties to the transaction. The Oklahoma broker relationships law (Title 59, Oklahoma Statutes, Section 858-351 – 858-363) allows a real estate Firm to provide brokerage services to both parties to the transaction. This could occur when a Firm has contracted with a Seller to sell their property and a prospective Buyer contacts that same Firm to see the property. If the prospective Buyer wants to make an offer on the property, the Firm must now provide a written notice to both the Buyer and Seller that the Firm is now providing brokerage services to both parties to the transaction. The law states that there are mandatory duties and responsibilities that must be performed by the broker for each party.

3. Broker providing fewer services. If a Broker intends to provide fewer Brokerage Services than those required to complete a transaction, the Broker shall provide written disclosure to the party for whom the Broker is providing services. The disclosure shall include a description of those steps in the transaction that the Broker will not provide and state that the Broker assisting the other party in the transaction is not required to provide assistance with these steps in any manner.

4. Confirmation of disclosure of duties and responsibilities. The duties and responsibilities disclosed by the Broker shall be confirmed in writing by each party in a separate provision, incorporated in or attached to the contract to purchase, option or exchange real estate.

I understand and acknowledge that I have received this notice on		day of	, 20
(Print Name)	(Signature)		
(Print Name)	(Signature)		

This form was created by the Oklahoma Real Estate Contract Form Committee and approved by the Oklahoma Real Estate Commission OREC DISCLOSURE TO SELLER OR BUYER OF DUTIES AND RESPONSIBILITIES (11-2013)

## **COVID-19 ADDENDUM TO AGREEMENT OF SALE**

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors (PAR).

PROPERTY	
2 SELLER	
BUYER	

41. Buyer and Seller recognize that the obligations created by this Agreement may be affected by the spread of the novel COVID-19

5 (coronavirus), which has made the availability of services unpredictable. Conditions outside the reasonable control of the parties, such

as voluntary and mandatory quarantines, and the cessation or limitation of business and governmental operations may make it im-

possible or impractical for either party to timely complete their contractual obligations under this Agreement through no fault of their
 own.

92. Buyer and Seller acknowledge that they are required to make a good faith effort to satisfy all terms of the Agreement and that a failure to do so may be deemed a breach of the Agreement and this Addendum. If, however, either party should be delayed or prevented from performing any of their contractual obligations due to limitations specific to the COVID-19 pandemic and beyond the control of that party, the party so delayed may, by written notice to the other, extend all deadlines that have not yet passed as of the date this Adden-dum is executed, including the Settlement Date, for a single time period of \_\_\_\_\_\_ days (30 if not specified). The parties agree that only one extension is permitted by this Addendum, whether invoked by Seller or Buyer. Any further extension will require the additional terms of the parties.

additional written consent of the parties.

163. If the parties do not agree to any additional extensions and settlement does not occur by the extended date because of limitations relat-

ed to the COVID-19 pandemic, then the parties agree to execute a release for the return of Buyer's deposit(s), this Agreement will be

18 VOID and Buyer and Seller shall not be liable to each other for any damages.

19 NOTICE TO PARTIES: If you do not understand the terms of this Addendum or have questions about your legal rights, you 20 should consult with a Pennsylvania real estate attorney before you sign it.

21 BUYER	DATE
22 BUYER	DATE
23 BUYER	DATE
24 SELLER	DATE
25 SELLER	DATE
26 SELLER	DATE

## NOTICE OF DEADLINE EXTENSION

# 27 THIS NOTIFICATION IS EFFECTIVE ONLY IF BUYER AND SELLER HAVE EXECUTED THE TOP PORTION OF 28 THE COVID-19 ADDENDUM, ABOVE

Buyer invokes the right to extend all remaining deadlines in the Agreement referenced above based on the following as it relates to the COVID-19 pandemic:
 33
 Seller invokes the right to extend all remaining deadlines in the Agreement referenced above based on the following as it relates to the COVID-19 pandemic:
 33
 Seller invokes the right to extend all remaining deadlines in the Agreement referenced above based on the following as it relates to the COVID-19 pandemic:

37 NOTIFYING PARTY	DATE
38 NOTIFYING PARTY	DATE
39 NOTIFYING PARTY	DATE



Pennsylvania Association of Realtors®

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### COVID-19 AMENDMENT TO PURCHASE AND SALES AGREEMENT Rhode Island Association of REALTORS®



SELLER(S): \_\_\_\_\_

BUYER(S): \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_

In reference to the above Purchase and Sales Agreement ("Agreement"), the undersigned Seller and Buyer agree to attach and make this Amendment part of the Agreement.

#### ACKNOWLEDGMENT

Buyer and Seller acknowledge that the global COVID-19 pandemic has had and will continue to have far-reaching effects on health, public safety, and the economy. Effects arising from the COVID-19, including, but not limited to, government-ordered restrictions; subjection of Buyer or Seller to a mandatory quarantine; or the unavailability or closure of government or business services, may delay or, in some cases, prevent this transaction from occurring. Buyer and Seller agree to act in good faith and to use reasonable efforts to fulfill the terms of the Agreement. Updates on executive orders of the Governor of Rhode Island can be found on www.governor.ri.gov/.

## CLOSING EXTENSION

In the event that a COVID-19-related issue will delay the closing of this Property, Buyer and Seller agree to automatically extend the most recent Closing Date, including Amendments, for a period of ten business days.

## MORTGAGE CONTINGENCY

(Initial if applicable – *both* Buyer and Seller must initial for the following to be enforceable.)

If Buyer's mortgage lender withdraws its funding to Buyer after the Mortgage Contingency Deadline as a result of a loss of Buyer's employment or income relating to the COVID-19 virus, Buyer and Seller agree to amend the Mortgage Contingency to allow either party to terminate this Agreement by sending written notice to the other. Buyer shall be entitled to a refund of the Deposits.

Additional Provisions:

BUYER'S INITIALS

This Amendment, upon its execution by all parties to the Agreement, is made an integral part of the Agreement. This Amendment supersedes any conflicting or inconsistent provisions of the Agreement. All other consistent provisions of the Agreement remain in full force and effect.

NOTICE: THIS IS A LEGAL DOCUMENT THAT CREATES BINDING OBLIGATIONS. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY.

By signing below, the parties acknowledge that they have read and understand this Amendment and received a copy thereof.

Seller	Printed Name	Date
Seller	Printed Name	Date
Seller	Printed Name	Date
Buyer	Printed Name	Date
Buyer	Printed Name	Date
Buyer	Printed Name	Date

This form is protected by the federal copyright laws and is for exclusive use by Rhode Island REALTORS®.

# Information concerning the use of COVID-19 Addendum (TXR-2520)

**Note: Use of the** *COVID-19 Addendum* **is not mandatory and may not be appropriate in all circumstances.** Depending on the goals and needs of the parties, use of an existing form may be more appropriate when dealing with COVID-19-related issues. For example:

- If the parties want to negotiate an extension to the closing date to a definite date, they may use the *Amendment* (TXR-1903) form, filling in the new date in paragraph 3.
- If the parties want to negotiate an extension to the time the buyer has to obtain buyer approval under the *Third Party Financing Addendum*, they may also use the *Amendment* (TXR-1903) form, filling in the new date in paragraph 7.
- If the parties want to terminate the contract, they may use the *Release of Earnest Money* (TXR-1904) form, which releases the parties from any and all liability under the sales contract. The parties may also agree how the earnest money will be dispersed.

The COVID-19 pandemic is causing unprecedented impact and uncertainty for Texas real estate transactions. Voluntary and mandatory quarantines and the closure of government and private offices may impede the ability of parties to successfully fund and close transactions.

To address these uncertainties, Texas REALTORS® has created the *COVID-19 Addendum* (TXR-2520). The *COVID-19 Addendum* provides for a 30-day extension of the closing date in a residential sales contract if the closing cannot occur due to a voluntary or mandatory COVID-19 quarantine or closure. If the closing cannot occur after the 30-day extension, either party may terminate the sales contract with the earnest money being returned to the buyer. The *COVID-19 Addendum* also permits either party to terminate the sales contract, with the buyer receiving the earnest money, if the buyer is unable to fund their loan beyond the time provided in the *Third Party Financing Addendum* due to loss of income from a COVID-19-related issue.

The 30-day extension under the addendum is available if the delay in closing is due to a quarantine or closure that affects the buyer, seller, or other service provider, including, but not limited to, a title company, lender, inspector, or appraiser.

The *COVID-19 Addendum* may be used as an addendum to a new contract or to amend a currently executed contract. The addendum may be used in conjunction with the following residential sales contracts:

- One to Four Family Residential Contract (Resale) (TXR-1601)
- New Home Contract (Incomplete Construction) (TXR-1603)
- New Home Contract (Completed Construction) (TXR 1604)
- Residential Condominium Contract (Resale) (TXR-1605)
- Unimproved Property Contract (TXR-1607)
- New Residential Condominium Contract (Completed Construction) (TXR-1608)
- New Residential Condominium Contract (Incomplete Construction) (TXR-1609)

Due to the uncertainty caused by COVID-19, buyers and sellers should be especially attentive to timelines in the contract in order to be in the best position to perform their contractual obligations or extend the deadlines as necessary.



**COVID-19 Addendum** 

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# TO CONTRACT CONCERNING THE PROPERTY AT

(Street Address and City)

- A. Automatic Delay: Notwithstanding any other provisions of the contract, Seller and Buyer agree that in the event the closing as defined in Paragraph 9 of the contract is not able to be performed due to a voluntary or mandatory SARS-CoV-2 (COVID-19) virus quarantine or closure, either party may, by providing notice to the other party, extend the Closing Date for a period of thirty (30) days. If any portion of the closing is still not able to be performed upon the expiration of the extension, either party may, by providing notice to the other party, terminate the contract without any further liability to the other party, and the earnest money will be refunded to Buyer.
- **B.** Seller and Buyer agree, notwithstanding that Buyer may have removed their financing contingency, that if Buyer is not able to fund their loan and close due to Buyer's loss of income from COVID-19 related issues, then either party may terminate the contract and earnest money will be refunded to the Buyer.
- **C.** The parties will exercise best efforts to utilize remote services to perform obligations under the contract that otherwise cannot be performed in person due to a voluntary or mandatory COVID-19 virus quarantine or closure.

Buyers and Sellers are advised to CONSULT AN ATTORNEY BEFORE SIGNING. Texas Real Estate Commission rules prohibit real estate license holders from giving legal advice. This addendum is not a mandatory Texas Real Estate Commission form.

NOTE: This addendum changes the obligations of the Buyer and Seller as follows: (1) possible extension of the Closing Date in Paragraph 9 of the contract; and (2) possible termination of the contract beyond terms provided in Paragraph 2 of the Third Party Financing Addendum.

Buyer	Date	Seller	Date
Buyer	Date	Seller	Date



**COVID-19 Addendum** 

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## TO CONTRACT CONCERNING THE PROPERTY AT

(Street Address and City)

- A. Automatic Delay: Notwithstanding any other provisions of the contract, Seller and Buyer agree that in the event the closing as defined in Paragraph 9 of the contract is not able to be performed due to a voluntary or mandatory SARS-CoV-2 (COVID-19) virus quarantine or closure, either party may, by providing notice to the other party, extend the Closing Date for a period of thirty (30) days. If any portion of the closing is still not able to be performed upon the expiration of the extension, either party may, by providing notice to the other party, terminate the contract without any further liability to the other party, and the earnest money will be refunded to Buyer.
- B. Seller and Buyer agree, notwithstanding that Buyer may have removed their financing contingency, that if Buyer is not able to fund their loan and close due to Buyer's loss of income from COVID-19 related issues, then either party may terminate the contract and earnest money will be refunded to the Buyer.
- C. The parties will exercise best efforts to utilize remote services to perform obligations under the contract that otherwise cannot be performed in person due to a voluntary or mandatory COVID-19 virus quarantine or closure.

Buyers and Sellers are advised to CONSULT AN ATTORNEY BEFORE SIGNING. Texas Real Estate Commission rules prohibit real estate license holders from giving legal advice. This addendum is not a mandatory Texas Real Estate Commission form.

NOTE: This addendum changes the obligations of the Buyer and Seller as follows: (1) possible extension of the Closing Date in Paragraph 9 of the contract; and (2) possible termination of the contract beyond terms provided in Paragraph 2 of the Third Party Financing Addendum.

Buyer	Date	Seller	Date
Buyer	Date	Seller	Date

# Information concerning the use of COVID-19 Addendum (TXR-2520)

Note: Use of the COVID-19 Addendum is not mandatory and may not be appropriate in all circumstances. Depending on the goals and needs of the parties, use of an existing form may be more appropriate when dealing with COVID-19-related issues. For example:

- if the parties want to negotiate an extension to the closing date to a definite date, they may use the *Amendment* (TXR-1903) form, filling in the new date in paragraph 3.
- If the parties want to negotiate an extension to the time the buyer has to obtain buyer approval under the *Third Party Financing Addendum*, they may also use the *Amendment* (TXR-1903) form, filling in the new date in paragraph 7.
- If the parties want to terminate the contract, they may use the Release of Earnest Money (TXR-1904) form, which releases the parties from any and all liability under the sales contract. The parties may also agree how the earnest money will be dispersed.

The COVID-19 pandemic is causing unprecedented impact and uncertainty for Texas real estate transactions. Voluntary and mandatory quarantines and the closure of government and private offices may impede the ability of parties to successfully fund and close transactions.

To address these uncertainties, Texas REALTORS® has created the COVID-19 Addendum (TXR-2520). The COVID-19 Addendum provides for a 30-day extension of the closing date in a residential sales contract if the closing cannot occur due to a voluntary or mandatory COVID-19 quarantine or closure. If the closing cannot occur after the 30-day extension, either party may terminate the sales contract with the earnest money being returned to the buyer. The COVID-19 Addendum also permits either party to terminate the sales contract, with the buyer receiving the earnest money, if the buyer is unable to fund their loan beyond the time provided in the Third Party Financing Addendum due to loss of income from a COVID-19-related issue.

The 30-day extension under the addendum is available if the delay in closing is due to a quarantine or closure that affects the buyer, seller, or other service provider, including, but not limited to, a title company, lender, inspector, or appraiser.

The COVID-19 Addendum may be used as an addendum to a new contract or to amend a currently executed contract. The addendum may be used in conjunction with the following residential sales contracts:

- One to Four Family Residential Contract (Resale) (TXR-1601)
- New Home Contract (Incomplete Construction) (TXR-1603)
- New Home Contract (Completed Construction) (TXR 1604)
- Residential Condominium Contract (Resale) (TXR-1605)
- Unimproved Property Contract (TXR-1607)
- New Residential Condominium Contract (Completed Construction) (TXR-1608)
- New Residential Condominium Contract (Incomplete Construction) (TXR-1609)

Due to the uncertainty caused by COVID-19, buyers and sellers should be especially attentive to timelines in the contract in order to be in the best position to perform their contractual obligations or extend the deadlines as necessary.



Commercial COVID-19 Addendum

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## TO CONTRACT CONCERNING THE PROPERTY AT

(Street Address and City)

- A. Automatic Delay: Notwithstanding any other provisions of the contract, Seller and Buyer agree that in the event the closing as defined in Paragraph 10 of the contract is not able to be performed due to a voluntary or mandatory SARS-CoV-2 (COVID-19) virus quarantine or closure, either party may, by providing notice to the other party, extend the closing date for a period of thirty (30) days. If any portion of the closing is still not able to be performed upon the expiration of the extension, either party may, by providing notice to the other party, terminate the contract without any further liability to the other party, and the earnest money will be refunded to Buyer.
- B. Seller and Buyer agree, notwithstanding that Buyer may have removed their financing contingency, that if Buyer is not able to fund their loan and close due to Buyer's loss of income from COVID-19 related issues, then either party may terminate the contract and earnest money will be refunded to the Buyer.
- C. The parties will exercise best efforts to utilize remote services to perform obligations under the contract that otherwise cannot be performed in person due to a voluntary or mandatory COVID-19 virus quarantine or closure.

Buyers and Sellers are advised to CONSULT AN ATTORNEY BEFORE SIGNING. Texas Real Estate Commission rules prohibit real estate license holders from giving legal advice.

Buyer	Date	Seller	Date
Buyer	Date	Seller	Date

# Information concerning the use of Commercial COVID-19 Addendum (TXR-1952)

Note: Use of the Commercial COVID-19 Addendum is not mandatory and may not be appropriate in all circumstances. Depending on the goals and needs of the parties, use of an existing form may be more appropriate when dealing with COVID-19-related issues. For example:

- If the parties want to negotiate an extension to the closing date to a definite date, they
  may use the Commercial Contract Amendment (TXR-1932) form, filling in the new date
  in paragraph E.
- If the parties want to negotiate an extension of the feasibility period, they may also use the Commercial Contract Amendment (TXR-1932) form, inserting new terms in paragraph D.
- If the parties agree to terminate the contract, they may use the Release of Earnest Money (TXR-1904) form, which releases the parties from any and all liability under the sales contract. The parties may also agree how the earnest money will be disbursed.

The COVID-19 pandemic is causing unprecedented impact and uncertainty for Texas real estate transactions. Voluntary and mandatory quarantines and the closure of government and private offices may impede the ability of parties to successfully fund and close transactions.

To address these uncertainties, Texas REALTORS® has created the Commercial COVID-19 Addendum (TXR-1952). The Commercial COVID-19 Addendum provides for a 30-day extension of the closing date in a commercial sales contract if the closing cannot occur due to a voluntary or mandatory COVID-19 quarantine or closure. If the closing cannot occur after the 30-day extension, either party may terminate the sales contract with the earnest money being returned to the buyer. The Commercial COVID-19 Addendum also permits either party to terminate the sales contract, with the buyer receiving the earnest money, if the buyer is unable to fund their loan beyond the time provided in the Commercial Contract Financing Addendum due to loss of income from a COVID-19-related issue.

The 30-day extension under the addendum is available if the delay in closing is due to a quarantine or closure that affects the buyer, seller, or other service provider, including, but not limited to, a title company, lender, inspector, or appraiser.

The Commercial COVID-19 Addendum may be used as an addendum to a new contract or to amend a currently executed contract. The addendum may be used in conjunction with the following commercial sales contracts:

- Commercial Contract Improved Property (TXR-1801)
- Commercial Contract Unimproved Property (TXR-1802)

Due to the uncertainty caused by COVID-19, buyers and sellers should be especially attentive to timelines in the contract in order to be in the best position to perform their contractual obligations or extend the deadlines as necessary.



## **COMMERCIAL LEASE RENT FORBEARANCE AGREEMENT**

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## CONCERNING THE COMMERCIAL LEASE OF THE PROPERTYAT

During the Forbearance Period, Tenant will pay at least:

% of the Base Monthly Rent due under Paragraph 4(A) of the Lease; and

\_\_\_\_% of the Additional Rent due under Paragraph 4(B) of the Lease.

- B. After the Forbearance Period, Tenant agrees to pay all amounts due under Paragraph 4(A) and 4(B) of the Lease that were not paid during the Forbearance Period (the Deferred Rent) in \_\_\_\_\_\_ equal monthly installments. Payments under this paragraph shall be paid at the time, place, and manner in accordance with Paragraph 4 of the Lease. Tenant will not be assessed late charges in connection with the Deferred Rent if Tenant strictly complies with payments under this agreement.
- C. In addition to the payments under Paragraph B, Tenant will timely pay all other amounts under the Lease and comply with all other provisions of the Lease.
- D. If Tenant strictly complies with this agreement and the Lease:
  - (1) Tenant may continue to occupy the leased premises; and
  - (2) Landlord will not pursue any remedies for failure to timely pay rent under the Lease.
- E. If Tenant fails to strictly comply with this agreement, Tenant will be in default of this agreement and the Lease and:
  - Landlord will not be required to provide Tenant subsequent notices under Paragraphs 20(B) and 20(C) of the Lease if Landlord has previously provided such notices to Tenant; and
  - (2) Landlord will be entitled to exercise all remedies under the Lease.
- F. Time is of the essence for the payment of the amounts under this agreement; strict compliance with the time by which the amounts are due is required.

Tenant:	
Ву:	
By (signature):	
Printed Name:	
Date:Date:	
Ву:	
By (signature):	
Printed Name:	
Date:	
	By:

(TXR-2126) 4-3-20



# COVID-19 LEASE PAYMENT PLAN AGREEMENT

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## CONCERNING THE RESIDENTIAL LEASE OF THE PROPERTY AT

A. For Tenants that are facing financial difficulties directly linked to COVID-19, Tenant and Landlord agree to temporary flexibility for paying rent and other sums that come due for the following time period:

In order to qualify for the terms of this Agreement, Tenant shall provide written documentation of loss of job, income, or other monetary hardship. The determination of the sufficiency of such documentation to qualify for this Agreement is solely within Landlord's discretion.

B. Tenant agrees to pay, at the place where rents are due under the Lease, the Future Due Amount as follows:

\$ on or before	
\$ on or before	
\$ on or before	; and
\$ on or before	

- C. In addition to the payments under Paragraph B, Tenant shall timely pay all other amounts under the Lease and comply with all other provisions of the Lease.
- D. Tenant may continue to reside in the Property provided Tenant strictly complies with this agreement and the Lease. If Landlord has commenced an eviction proceeding or will file an eviction proceeding, Landlord and Tenant will agree to the entry of eviction judgment against Tenant and, as long as Tenant is not in breach of this agreement or otherwise in breach of the Lease, Landlord:
  - (1) will NOT request a writ of possession; and
  - (2) will move to release or dismiss any eviction judgment against Tenant at the time Tenant has timely paid all Amounts Due in full.
- E. Landlord's acceptance of this agreement does not amend the Lease or waive any of Landlord's rights to enforce the Lease against Tenant. If Tenant fails to strictly comply with this agreement, Tenant shall be in default of this agreement and the Lease and:
  - (1) Landlord shall not be required to provide Tenant a subsequent notice to vacate if Landlord has previously provided such a notice to Tenant; and
  - (2) Landlord shall be entitled to exercise all remedies under the Lease.
- F. Time is of the essence for the payment of the amounts under Paragraph B and C; strict compliance with the time by which the amounts are due is required.

Landlord	Date	Tenant	Date
Or signed for Landlord under written property agreement or power of attorney:	y management	Tenant	Date
Ву:			
	Date		
		Tenant	Date
Printed Name:			
Firm Name:			
		Tenant	Date
Contrivent Res Brokerage, 3910 W. Interstate 20, St	te 100 Arlington TX 760171	(817) 784-78001 (817) 784-7800	Deve 4 of 4

# Model COVID-19 Certification for Property Access



Property Address:	Date of visit:	, 2020
Seller(s):		
Listing Agent(s) Present:		
Potential Buyer(s) Present:		
Buyer Agent(s) Present:		
Other Individual(s) Present:	Role*:	

\*Inspectors, appraisers, contractors or other transaction service providers.

Seller authorizes access to the property to the individual(s) who have signed below.

Each person listed above certifies that <u>to the best of his or her knowledge</u> neither they, nor a member of their household with whom they live, nor a person with whom they work with closely:

- 1. Has experienced any cold or flu-like symptoms in the previous 14 days (fever, cough, sore throat, respiratory illness, difficulty breathing).
- 2. Is currently diagnosed with COVID-19.
- 3. Has a test pending for COVID-19.
- 4. Is currently under quarantine due to COVID-19 concerns.
- 5. Has had contact in the previous 14 days with someone diagnosed with COVID-19.
- 6. Has had contact in the previous 14 days with someone who had contact with someone diagnosed with COVID-19.
- 7. Has traveled in the previous 14 days to anywhere designated as having widespread ongoing transmission by the Centers for Disease Control.

This certification does not create any legally binding contract or enforceable obligation nor modify any right or obligation in an existing contract.

EACH SELLER(S) AND INDIVIDUAL(S) INTENDING TO ACCESS THE PROPERTY MUST SIGN AND PRINT YOUR NAME TO INDICATE YOUR CERTIFICATION OF ALL OF THE ABOVE:

Signature

Printed Name

This model certification form is provided by Texas REALTORS® for use by its members. USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF TEXAS REALTORS® IS NOT AUTHORIZED.

# **Model COVID-19 Certification for Rental Property**

Access



Property Address:	Date of visit:	, 2020
Tenant(s):		
Listing Agent(s) Present:		
Potential Tenant(s) Present:		
Tenant Agent(s) Present:		
Other Individual(s) Present:		

\*Landlord, property manager, inspectors, contractors or other service providers.

Each person listed above certifies that <u>to the best of his or her knowledge</u> neither they, nor a member of their household with whom they live, nor a person with whom they work with closely:

- 1. Has experienced any cold or flu-like symptoms in the previous 14 days (fever, cough, sore throat, respiratory illness, difficulty breathing).
- 2. Is currently diagnosed with COVID-19.
- 3. Has a test pending for COVID-19.
- 4. Is currently under quarantine due to COVID-19 concerns.
- 5. Has had contact in the previous 14 days with someone diagnosed with COVID-19.
- 6. Has had contact in the previous 14 days with someone who had contact with someone diagnosed with COVID-19.
- 7. Has traveled in the previous 14 days to anywhere designated as having widespread ongoing transmission by the Centers for Disease Control.

This certification does not create any legally binding contract or enforceable obligation nor modify any right or obligation in an existing contract.

EACH TENANT(S) AND INDIVIDUAL(S) INTENDING TO ACCESS THE PROPERTY MUST SIGN AND PRINT YOUR NAME TO INDICATE YOUR CERTIFICATION OF ALL OF THE ABOVE:

Signature	Printed Name		9

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COVID-19 Addendum NO.



TO

## REAL ESTATE PURCHASE CONTRACT

# THIS IS AN [] ADDENDUM [] COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of , including all prior addenda and counteroffers, between , as Buyer, and

as Seller, regarding the Property located at \_\_\_\_\_\_ (the "Property"). The terms of this Addendum are hereby incorporated as part of the REPC, and to the extent the terms of this Addendum modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control.

1. COVID-19 Delays. Buyer and Seller acknowledge that the current spread of COVID-19 may cause unanticipated delays or render the REPC impossible or commercially unreasonable for Buyer and/or Seller to perform their respective contractual obligations under the REPC by the Settlement Deadline. COVID-19 related delays ("COVID-19") may include but are not limited to: 1) a confirmed diagnosis of COVID-19; 2) a mandatory or self-imposed quarantine of Buyer or Seller; 3) hospitalization of Buyer or Seller; 4) local or federal imposed travel restrictions; 5) underwriting or loan processing delays; 6) delays with escrow or title services; and/or 7) any other COVID-19 related issue that is not within reasonable control of Buyer or Seller.

2. Automatic Extension of the Due Diligence Deadline (if applicable). In the event Seller is unable to allow Buyer access to the Property to conduct Due Diligence due to COVID-19 during the Buyer's Due Diligence period, then the Due Diligence Deadline shall automatically be extended by the time period that Buyer is unable to access the Property.

3. Automatic Extension of the Financing & Appraisal Deadline (if applicable). In the event Seller is unable to allow Buyer access to the Property to conduct an appraisal due to COVID-19 within the Buyer's Financing & Appraisal Deadline, then the Financing & Appraisal Deadline shall automatically be extended by the time period that Buyer is unable to access the Property.

4. Right to Extend Settlement Deadline. Buyer or Seller shall have the right to extend the Settlement Deadline due to COVID-19 by up to thirty (30) days by providing written notice to the other party on or before the Settlement Deadline.

ALL OTHER TERMS of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM/COUNTER OFFER shall remain the same. [] Seller [] Buyer shall have until \_\_\_\_ [] A.M [] P.M. Mountain Time \_\_\_\_\_, \_\_\_\_, to accept the terms of this ADDENDUM/COUNTEROFFER in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in the ADDENDUM/COUNTER OFFER shall lapse.

[] Buyer [] Seller Signature	(Date)	(Time)	[] Buyer [] Seller Signature	(Date)	(Time)
		ACCEPTAN	NCE/COUNTEROFFER/REJECTION		
CHECK ONE:					
	[] Buyer [	presents as a co	Seller [] Buyer hereby accepts the term unteroffer the terms of attached Counterc DDENDUM/COUNTER OFFER		
[] Buyer [] Seller Signature	(Date)	(Time)	[] Buyer [] Seller Signature	(Date)	(Time)
This form is COPYRIGHTED by the UTAH ASSO	OCIATION OF RI	EALTORS® for use sole	ely by its members. Any unauthorized use, modification, co	pying or distrib	ution without written consent is prohibited. N

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# Weichert

Brockwell & Associates



# **CENTRAL VIRGINIA REGIONAL MLS**



# **COVID-19 ADDENDUM**

This Addendum is attached to and made a part of the Purchase Agreeme	nt dated, 20 (the
"Purchase Agreement") between	("Seller")
and	("Purchaser"), for the sale of the certain
real property and all improvements thereon located in the City/County of	, Virginia, and
described in the Agreement as	
(the "Dreparty") and provides as follows:	

(the "Property"), and provides as follows:

1. If a party or their respective settlement agent or lender becomes the subject of a voluntary or mandatory COVID-19 virus quarantine or closure and it results in a party's inability to perform on the settlement date, then the settlement date shall, upon the written notification by the affected party to the other party, be extended for a period of up to five (5) days after such quarantine or closure order is terminated, but in no event shall the settlement date be extended for more than thirty (30) days unless otherwise mutually agreed upon by the parties. The affected party shall give written notice to the other party as soon as practical after learning of the quarantine or closure, and again when the quarantine or closure is concluded so the parties can complete settlement within the said five (5) day period.

2. In addition to the above, each party acknowledges that the Circuit Court Clerk's Office where the Property is located may be subject to restricted hours of operation or closure and the following may occur: (i) recordation of the deed and disbursement of Seller's proceeds may be delayed until recordation of the deed; or (ii) upon the direction of Purchaser's title company or lender, if applicable, the settlement date of the transaction may be delayed until the Clerk's Office reopens for recordation of the deed. In either case, each party and their settlement agent shall diligently pursue recordation of the deed and disbursement of the Seller's proceeds.

3. As used in this Addendum, "days" shall mean calendar days and "written notice" shall mean delivery of such notice to the other party or their respective broker or salesperson by hand delivery, or by email or electronic transmission provided the sender retains sufficient proof of the electronic delivery.

4. Other terms:

WITNESS the following authorized signatures:

Purchaser	Date	Seller	Date
Purchaser	Date	Seller	Date
Purchaser	Date	Seller	Date

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# **CENTRAL VIRGINIA REGIONAL MLS**



# NOTICE OF QUARANTINE OR CLOSURE REGARDING COVID-19

(Use this form only in conjunction with CVR MLS Form 180 COVID-19 Addendum)

	lotice (the "Notice") is given in accordance with the terms and conditions of the part of the Purchase Agreement (the "Purchase Agreement") dated as of	COVID-19 Addendum
20	between	("Seller"),
and		("Purchaser"), for the
sale o	f the real property and all improvements thereon located in the City/County of _	,
Virgini	ia, and described as	(the "Property").
1.	The undersigned party hereby gives this written Notice to <b>[select one]:</b> Seller <b>OR</b> Purchaser	
	<ul> <li>that the following has occurred [select one]:</li> <li>the undersigned party is now under quarantine</li> <li>the undersigned party's settlement agent or lender is under quarantine</li> <li>the undersigned party's settlement agent or lender's office is te</li> </ul>	

and that due to the above, the settlement date set forth in the Purchase Agreement is being extended per the terms of the COVID-19 Addendum.

2. This Notice is given by the undersigned **[select one]:** Seller **OR** Purchaser.

(Only the person(s) giving this Notice are required to sign below.)

Signature	Date

Signature

Date

Signature

Date

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**CENTRAL VIRGINIA REGIONAL MLS** 



# NOTICE TO PROCEED TO SETTLEMENT REGARDING COVID-19

(Use this form only in conjunction with CVR MLS Form 180 COVID-19 Addendum)

This Notice (the "Notice") is given in accordance with the terms and conditions of the	e COVID-19 Addendum
made part of the Purchase Agreement (the "Purchase Agreement") dated as of _	;
20between	("Seller"),
and	("Purchaser"), for the
sale of the real property and all improvements thereon located in the City/County of	
Virginia, and described as	(the "Property").

The undersigned party hereby gives this written Notice to [select one]:
 Seller OR Purchaser

that the quarantine or closure due to the COVID-19 virus is concluded and that the undersigned party is proceeding to settlement.

2. This Notice is given by the undersigned **[select one]:** Seller **OR** Purchaser.

(Only the person(s) giving this Notice are required to sign below.)

Signature

Date

Signature

Date

Signature

Date

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## VIRGINIA REALTORS® COVID-19 Lease Rent Alteration Amendment



This Lease Rent Alte	eration Amendment ("Am	nendment") amends the Lease Agreement entered
into on	_ between	("Landlord")
and		("Tenant") for the dwelling unit
located at		("Lease"). Landlord
and Tenant acknowle	edge that the COVID-19	pandemic has created tremendous economic
uncertainty. As a res	ult, Landlord and Tenan	t agree as follows:

- This Amendment alters the monthly rent requirements of the Lease from \_\_\_\_\_ (date) to \_\_\_\_\_\_ (date) ("COVID-19 Rent Adjustment Period").
- 2. During the COVID-19 Rent Adjustment Period:

   Monthly rent is reduced to \$\_\_\_\_\_\_("Monthly Adjusted Rent") during the COVID-19 Rent Adjustment period. Tenant will pay Monthly Adjusted Rent in the same installments and on the same dates as called for in the Lease. Landlord waives any claims to the difference between the Monthly Adjusted Rent and the monthly rent called for in the Lease.

□ Rent will be paid in □ weekly OR □ monthly amounts of \$\_\_\_\_\_\_ ("Adjusted Rent") during the COVID-19 Rent Adjustment Period. Once the COVID-19 Rent Adjustment Period is over, tenant will: □ continue to pay Adjusted Rent in addition to the normal monthly rent called for in the Lease until all back-rent has been paid OR □ pay one lump sum payment of all remaining back-rent with the next monthly rental payment occurring 30 days after the end of the COVID-19 Rent Adjustment Period.

- 3. Tenant must provide acceptable documentation with each payment during the COVID-19 Rent Adjustment Period documenting their continuing need. Such documentation includes: letter from Tenant's employer documenting reduced hours due to COVID-19, paycheck showing reduced hours, or other appropriate documentation. Failure to provide the necessary documentation or failure of the documentation to demonstrate a continuing need will serve as an immediate termination of the COVID-19 Rent Adjustment Period. Upon the termination of the COVID-19 Rent Adjustment Period, Tenant will resume paying Rent as listed in the Lease.
- 4. Landlord and Tenant agree that Landlord accepts this modified rent with reservation, and this agreement does not waive Landlord's right to pursue legal action against Tenant in the future.
- 5. Other terms:

#### Tenant:

Landlord (or duly authorized agent):

	/	/
Date	Signature	Date Signature
	1	1
Date	Signature	Date Signature
	1	1
Date	Signature	Date Signature
	1	/
Date	Signature	Date Signature

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# VIRGINIA REALTORS® COVID-19 RULES & REGULATIONS

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**Brockwell & Associates** 



The current world-wide Coronavirus (COVID-19) pandemic has had unprecedented impacts on residential rentals, including travel restrictions, self-imposed and governmentally required isolations, and closures of both governmental and private businesses.

Unforeseen circumstances related to COVID-19, including but not limited to: a lack of maintenance or other service provider; Tenant being subject to a mandatory quarantine; closings of or delays in related government and business services; a declaration of state of emergency by the Governor of Virginia prohibiting travel; or otherwise (hereinafter "COVID-19 Condition") require additional Rules & Regulations.

As a result of this, the following Rules and Regulations are adopted, effective immediately and will remain in place until 30 days after the end of the COVID-19 Condition:

- Tenants who are subject to a recommended or mandatory quarantine extending past the end of their Lease are holdover Tenants and must pay Rent equal to the Per Diem Rent set forth in section 1(h) of the Lease multiplied by the number of days Tenant stays in possession of the Dwelling Unit after the end of the Lease. Such quarantined Tenants must vacate the Dwelling Unit within 15 days of the end of the quarantine. Tenants not subject to a quarantine extending past the end of their Lease and Tenants who remain in the Dwelling Unit past the 15<sup>th</sup> day after the end of the quarantine will be treated as holdover tenants in Paragraph 28 of the Lease.
- 2. Disclosure of any tenants testing positive for COVID-19 is not a mandatory disclosure for real estate licensees. As such, the property manager will not disclose to any tenants whether someone has tested positive. If you are concerned about potential exposure, you should take necessary precautions recommended by the Centers for Disease Control.
- 3. All Rent must be paid online. If you are unable to pay your Rent online, contact the property manager for alternatives.
- 4. Understanding that there may be a shortage of maintenance workers and vendors, Landlord will make every effort to make all repairs materially affecting health and safety immediately. Repairs not materially affecting health and safety may be postponed until the end of the COVID-19 Condition.
- 5. Common areas and facilities that cannot be maintained in accordance with Executive Orders from the Governor of Virginia, Centers for Disease Control recommendations, or other governmental requirements will be closed. These restrictions may be related to the maximum number of people who may congregate, recommendations on minimum distances between individuals, cleaning/sanitizing recommendations, or other recommendations.
- 6. All moveout inspections will be conducted in person by the property manager with the ability for the Tenant to participate via live-interaction video (video call or other technology). Tenants who do not have access to appropriate technology should contact the property manager if they wish to participate in the moveout inspection for alternatives.

All other provisions of the Lease remain in full force and effect at this time.

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REALTOR®

#### VIRGINIA REALTORS® COVID-19 ADDENDUM



This Addendum is made on	to a Sales Contract ("Contract") dated	
between		("Purchaser")
and		("Seller") for the
purchase and sale of Property:		_ 、 ,

purchase and sale of Property:

Purchaser and Seller agree that the current world-wide Coronavirus (COVID-19) pandemic is impacting real estate transactions in unprecedented ways.

In the event that complying with the terms of the Contract is not possible or practical as a result of unforeseen circumstances related to COVID-19, including but not limited to: the declaration of a state or national emergency; a lack of inspectors; Purchaser's or Seller's inability to travel to sign documents; Purchaser or Seller being subject to a mandatory quarantine; closings of or delays in related government and business services such as closing of lenders, title/escrow, or otherwise (hereinafter "COVID-19 Condition") the Parties agree as follows:

- Purchaser and Seller agree to extend all deadlines in the Contract by 15 or \_\_\_\_\_ Days after the end of the COVID-19 Condition ("COVID-19 Extension Date"). Should the COVID-19 Condition extend 60 or \_\_\_\_\_ Days after the last Settlement Date agreed to in writing, either Party shall have the right to terminate the Contract by written notice to the other party. Purchaser and Seller understand and agree that this Addendum will have no effect on deadlines related to the delivery of a Property Owner's Association Act packet (VA Code 55.1-1808) or Virginia Condominium Act resale certificate (VA Code 55.1-1990).
- 2. In the event that the Contract is terminated under Paragraph 1, the Deposit shall be returned to the Purchaser.
- 3. □ If checked: Purchaser and Seller agree, notwithstanding that Purchaser may have removed their financing contingency, that if Purchaser's inability to fund their loan and settle is due to Purchaser's loss of income from COVID-19 related issues, then either party may cancel the Contract and Purchaser's Deposit shall be returned to Purchaser.
- 4. Other:

All other provisions of the Contract remain in full force and effect.

SELLER:		PURCHASER:		
Date	/ Signature	Date	/ Signature	
Date	/ Signature	Date	/ Signature	
Date	/ Signature	Date	/ Signature	
Date	_/ Signature	Date	/ Signature	

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VAR Form 600 COVID Revised 03/20 Reviewed 03/20



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- 4. Other: \_\_\_\_

All other provisions of the Contract remain in full force and effect.

SELLER:		PURCHASER:		
Date	_/ Signature	Date	/ Signature	
Date	_/ Signature	Date	/ Signature	
Date	/ Signature	Date	/ Signature	
Date	_/ Signature	Date	/ Signature	

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- 4. Other:

All other provisions of the Contract remain in full force and effect.

SELLER:		PURCHASER:		
Date	/ Signature	Date	/ Signature	
Date	/ Signature	Date	/ Signature	
Date	/ Signature	Date	/ Signature	
Date	/ Signature	Date	/ Signature	

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This is an acknowledgement by	("Tenant"), to
rent the property located at	("Property").

We, the undersigned, acknowledge that we are signing the lease on the above referenced property without having seen the Property in person before signing the lease. We understand that we will not have the ability to reject the Property, rescind or terminate the lease, modify terms, or request improvements or maintenance other than what the landlord would provide in the normal course of preparation to rent the Property. We understand that it is our responsibility to determine whether the size, location, and condition of the Property are acceptable prior to signing the lease. Landlord, listing broker/property manager, and tenant broker make no representations as to suitability of the Property for our needs.

We acknowledge that any images provided by the landlord, listing broker/property manager, and tenant broker electronically or in print may not display the property's features, flaws, or size. Landlord, listing broker/property manager, and tenant broker are not obligated to provide a comprehensive photo/video survey of the Property. Any photos provided are at the broker's discretion and may not be an accurate depiction of the current appearance and/or condition of the Property.

We agree to lease the Property "as-is" and agree to accept it in its present condition, except as provided in the lease.

Other	conditions:	
_		
Tenar	nt:	
	/	/
Date	Signature	Date Signature
	1	/
Date	Signature	Date Signature

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This is an acknowledgement by	("Bu	ıyer"),	to
purchase the property located at	("Pr	operty"	).

We, the undersigned, acknowledge that we are signing the Contract for Purchase ("Contract") on the above referenced property without having seen the Property in person before signing the Contract. Except as explicitly allowed under the Contract, we understand that we will not have the ability to reject the Property, rescind or terminate the Contract, modify terms, request improvements or repairs other than what may be required or negotiated as part of a home inspection. We understand that it is our responsibility to determine whether the size, location, and condition of the Property are acceptable prior to signing the Contract. Seller, listing broker, and purchaser broker make no representations as to suitability of the Property for our needs.

We acknowledge that any images provided by the seller, listing broker, and purchaser broker electronically or in print may not display the property's features, flaws, or size. Seller, listing broker, and purchaser broker are not obligated to provide comprehensive photo/video survey of the Property. Any photos provided are at the broker's discretion and may not be an accurate depiction of the current appearance and/or condition of the Property.

We agree to purchase the Property "as-is" and agree to accept it in its present condition, except as provided in the contract.

Other cor	nditions:		
Purchase	er:		
/			1
Date S	ignature	Date	Signature
/			1
Date S	lignature	Date	Signature

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#### FORCE MAJEURE AND CLOSING ADDENDUM TO **PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated				1	
between				("Buyer")	2
	Buyer	Buyer			-
and				("Seller")	3
	Seller	Seller		······································	
concerning				(the "Property").	4
	Address	City	State Zip		

- 1. FORCE MAJEURE. Neither party shall be liable to the other or deemed in default under this Agreement if and to 5 the extent that such party's timely performance of this Agreement is prevented by reason of a Force Majeure Event. 6 "Force Majeure Event" means an occurrence that is beyond the control of the party affected and could not have 7 been avoided by exercising reasonable diligence, making the means of performance objectively impossible. Force 8 Majeure Events includes acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. This 9 paragraph shall not affect expiration dates of offers or counteroffers. 10
- 2. **CONTINGENCIES AND CONDITIONS.** If, through no fault of Buyer or Seller and by reason of a Force Majeure 11 Event, any contingency or condition in the Agreement cannot be timely completed, then all time periods in the 12 applicable contingency or condition, including the time periods for the related notices and responses thereto, shall be 13 extended for up to days (10 days if not filled in) and shall be completed as soon as reasonably practicable. 14
- AUTOMATIC EXTENSION OF CLOSING. If, through no fault of Buyer or Seller and by reason of a Force Majeure 3. 15 Event, the sale of the Property cannot be timely closed on the Closing Date, the Closing Date shall be extended for 16 up to \_\_\_\_\_ days (10 days if not filled in) ("Extended Closing Date") and the sale shall be closed as soon as 17 reasonably practicable. If the sale of the Property cannot be timely closed by the Extended Closing Date, then this 18 Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 19
- **POSSESSION DATE.** The Possession Date shall be: 
  On the Extended Closing Date; 
  Other 20 4.

## Legal Bulletin No. 218 Force Majeure

By Northwest Multiple Listing Service March 19, 2020

## 1. Introduction

This bulletin summarizes the new NWMLS form – Form 22FM (Force Majeure and Closing Addendum). "Force Majeure" is a French term that translates as "superior force" and a "force majeure event" is an event or effect that can be neither anticipated nor controlled.

Many contracts contain a "force majeure clause" allocating risk between the parties if performance of the contract becomes impossible or impracticable in the event of force majeure. Common examples of force majeure events include acts of nature (floods, earthquakes, hurricanes), acts of people (war, riots, strikes), and epidemics (a widespread occurrence of an infectious disease). Events and occurrences associated with the recent COVID-19 (coronavirus) epidemic may qualify as a force majeure event that may excuse or delay performance of a contractual obligation.

New Form 22FM provides for extensions of contingencies/conditions and the closing date in the purchase and sale agreement for a limited amount of time should a force majeure event occur.

## 2. Definition of Force Majeure Event

Form 22FM defines a "Force Majeure Event" as "an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence, making the means of performance objectively impossible. Force Majeure Events includes acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences."

Currently, the most common example of a force majeure event related to COVID-19 (coronavirus) is a delay in recording the closing of a sale due to staffing limitations of a county recording office. This is an event that is beyond the control of the parties and could not have been avoided, making performance of a timely closing impossible.

While no one can predict what other force majeure events may arise, other examples may include certain government directives (e.g. a shelter-in-place order) that would prevent a buyer from timely completing an inspection of the property because the selling broker, buyer, and/or inspector are unable to lawfully access the property. Similar issues could cause unavoidable delays in appraisals being timely completed and other financing matters. There are likely a myriad of other issues that cannot be contemplated in advance by the parties.

## 3. Contingencies and Conditions

Form 22FM provides that, if through no fault of the parties and by reason of a force majeure event, any contingency or condition in the agreement cannot be timely completed, then all the time periods associated with that contingency or condition (and any related notices and responses thereto) will be extended for an amount of time agreed to in the form.

For example, the parties reach mutual acceptance on March 25<sup>th</sup> and the buyer has a ten day inspection contingency. On March 26<sup>th</sup>, a shelter-in-place order goes into effect for two weeks (until April 9<sup>th</sup>) that prevents the selling broker, buyer, and inspector from lawfully accessing the property. The parties agree in Form 22FM that any contingency or condition will be extended ten days should a force majeure event occur. The original inspection contingency would have expired on Monday, April 6<sup>th</sup>. Form 22FM would extend the contingency to April 16<sup>th</sup>, including all the related notice and response time periods.

Note that calculating extension of contingency time periods due to force majeure events may be somewhat complicated. The listing broker and selling broker should cooperate and work together to ensure that the parties have the same expectations with regard to the timelines in the agreement (similar to when the parties reach mutual acceptance).

## 4. Automatic Extension of Closing

Form 22FM provides that, if through no fault of the parties and by reason of a force majeure event, the sale of the property cannot be timely closed on the Closing Date, the Closing Date shall be extended for an agreed upon period of time – the Extended Closing Date. If the sale of the property cannot be timely closed by the Extended Closing Date, the transaction terminates and the earnest money is refunded to the buyer.

## 5. **Possession Date**

The final paragraph of Form 22FM addresses the Possession Date. The parties should decide if the Possession Date will occur on the Extended Closing Date (should an automatic extension of closing occur) or on a different date. Note that all of the risks, considerations, and other issues that relate to early or delayed possession still exist.

# 6. Conclusion

Parties to an existing purchase and sale agreement should consider amending their agreement to include Form 22FM. Buyers and sellers who are not yet under contract, should consider using Form 22FM with new agreements for the foreseeable future.

Form 22FM (Force Majeure and Closing Addendum) is currently available on Xpress Forms and Transaction Desk. NWMLS will not print hard copies of this form.



## ADDENDUM TO EXTEND CONTRACTUAL DEADLINES DUE TO DISRUPTION OF TYPICAL SERVICES

This Addendum is part of the	and any addenda
(the "Purchase and Sale Agreement") between	
("Buyer") and	("Seller") regarding the
Property located at	Buyer and Seller are
referred to as the "Parties."	

- Typical Services. The Parties understand and agree that circumstances outside the Parties' control, including but not limited to war, acts or threats of terrorism, cyber attacks, political uncertainty, natural disasters, inclement weather, epidemics, pandemics, quarantines and acts of God may cause the disruption of services necessary to complete real estate transactions. "Typical Services" include, but are not limited to, those services provided by escrow and title companies, lenders, county recorder offices, courts, permitting offices, home insurance companies, appraisers, inspectors, attorneys, Buyer's or Seller's brokerages, banks, and closing agents.
- 2. Extension of All Deadlines. In the event of a disruption of Typical Services that prevents any party from performing under the Purchase and Sale Agreement (a "Triggering Event"), the Parties agree that all time periods set forth in the Purchase and Sale Agreement, including but not limited to inspection deadlines, loan approval deadlines, earnest money deposit deadlines and close of escrow deadlines, shall be extended for a period ending 10 days AFTER the disruption of Typical Services has ceased, such that the disruption no longer prevents performance under the Purchase and Sale Agreement.

Option to Terminate. If this box is checked, either party may terminate the Purchase and Sale Agreement if the disruption of Typical Services continues to prevent any party from performing under the Purchase and Sale Agreement for more than 30 days beyond the scheduled close of escrow as set forth in the Purchase and Sale Agreement. In that case, either party may terminate the Purchase and Sale Agreement by delivering written notice to the other party and the earnest money deposit shall be refunded to Buyer.

3. **Reasonable Efforts.** The Parties further promise to use reasonable efforts to mitigate the effect of any Triggering Event on their performance of the Purchase and Sale Agreement and to use reasonable efforts to fulfill their obligations under the Purchase and Sale Agreement.

(Buyer Signature)	(Date)	(Time)
(Buyer Signature)	(Date)	(Time)
(Seller Signature)	(Date)	(Time)
(Seller Signature)	(Date)	(Time)



## ADDENDUM TO EXTEND CLOSING DUE TO COVID-19

This Addendum is part of the	ar	nd any adde	enda
(the "Purchase and Sale Agreement") between			
("Buyer") and	("Seller")	regarding	the
Property located at	Buye	r and Seller	are
referred to as the "Parties." It is agreed between the Parties as follows:			

**Extension of Closing Date.** If the scheduled close of escrow cannot be accomplished due to quarantines, travel restrictions, and/or closures related to the novel coronavirus outbreak (COVID-19), the scheduled close of escrow for the Property described above shall be extended for a period ending 10 days AFTER any COVID-19 quarantines, travel restrictions, and/or

closures no longer prevent the close of escrow.

□ Option to Terminate. If this box is checked, either party may terminate the Purchase and Sale Agreement if the COVID-19 quarantines, travel restrictions, and/or closures continue to prevent closing for more than 30 days beyond the scheduled close of escrow as set forth in the Purchase and Sale Agreement. In that case, either party may terminate the Purchase and Sale Agreement by delivering written notice and the earnest money deposit shall be refunded to Buyer.

(Buyer Signature)	(Date)	(Time)
(Ruver Signature)	(Date)	(Timo)
(Buyer Signature)	(Date)	(Time)
(Seller Signature)	(Date)	(Time)
(Seller Signature)	(Date)	(Time)