



ADDENDUM # _____ (All addendums shall be numbered sequentially.)
RE-19 COVID-19 ADDENDUM



THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

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.)

4 AGREEMENT DATED: _____ ID # _____

6 ADDRESS: _____

8 BUYER(S): _____

10 SELLER(S): _____

12 BUYER and SELLER having entered into a Purchase and Sale Agreement (hereafter "Agreement") hereby acknowledge that there currently
13 exists a pandemic relating to a virus known as COVID-19 (also known as Coronavirus and SARS-CoV-2) and that this pandemic, and/or the
14 global response thereto, may directly or indirectly affect the transaction between the parties. Negative effects may include reduced access to
15 services necessary to complete the transaction, including services provided by: real estate agents, financial institutions, underwriters, appraisers,
16 inspectors, title companies, couriers, government offices, contractors, lawyers and insurers.

18 In light of the conditions stated above BUYER and SELLER agree that it is prudent to incorporate a "force majeure" clause into their Agreement.
19 A force majeure clause is contractual language that accounts for specific act of God type circumstances that may affect a party's ability to
20 perform under the contract. Therefore, BUYER and SELLER agree that performance under the Agreement may be modified as stated below,
21 upon the occurrence of any Force Majeure Event. A Force Majeure Event shall be defined as an event or circumstance actually caused by the
22 COVID-19 pandemic, that is beyond the control of a party, regardless of foreseeability, which objectively prevents the party's ability to timely
23 perform under the Agreement and which the party is not able to overcome.

25 1. DELAYING PERFORMANCE: Upon the occurrence of a specific Force Majeure Event the affected party shall, as soon as possible, provide
26 written notice to the other party of the event and the inability to perform. Upon written notice by a party, all parties' obligations under the contract
27 shall be automatically stayed. The stay shall remain in place for the duration of the event that is causing the inability to perform
28 plus ____ calendar days (fourteen [14] if left blank) thereafter. The event must be described with sufficient detail to state a particular problem
29 (i.e. an office closure, a government isolation order that prohibits certain conduct, a physician ordered quarantine). The parties shall have the
30 right to subsequent or overlapping stays for different or multiple Force Majeure Events.

32 In the event that the stay remains in place for longer than ____ calendar days (thirty [30] if left blank) the Agreement
33 shall become voidable by either BUYER or SELLER through written notice to the other party.

35 If the Agreement is terminated under this section BUYER'S earnest money shall be:
36 [] returned to BUYER, unless it has previously become non-refundable.
37 [] retained by SELLER.
38 [] other _____

40 2. ILLNESS OR INFECTION: In the event an individual residing in the Property contracts an illness confirmed or suspected to be COVID-19,
41 SELLER shall immediately notify BUYER in writing and shall have the right to immediately restrict all access to the Property. Any illness of
42 BUYER, SELLER or an individual residing in the Property confirmed or suspected to be COVID-19 may be considered a Force Majeure Event.

44 3. GOOD FAITH. BUYER and SELLER agree to use good faith efforts to remain in, and perform, under the contract and will utilize remote or
45 electronic services to the extent possible to avoid or circumvent Force Majeure Events.

47 To the extent the terms of this ADDENDUM modify or conflict with any provisions of the Purchase and Sale Agreement including all prior
48 Addendums or Counter Offers, these terms shall control. All other terms of the Purchase and Sale Agreement including all prior
49 Addendums or Counter Offers not modified by this ADDENDUM shall remain the same. Upon its execution by both parties, this agreement
50 is made an integral part of the aforementioned Agreement.

52 BUYER: _____ Date: _____ SELLER: _____ Date: _____

54 BUYER: _____ Date: _____ SELLER: _____ Date: _____

