



LISTING AGREEMENT
CORONAVIRUS ADDENDUM OR AMENDMENT
(C.A.R. Form RLA-CAA, 4/20)

The following terms and conditions are hereby incorporated in and made a part of the Listing Agreement or [] Other [] ("Listing Agreement") dated [] on property known as [] ("Property") in which [] is referred to as Broker and [] is referred to as Seller OR [] This is an amendment to the already existing Listing Agreement between Seller and Broker.

The current worldwide Coronavirus (COVID-19) pandemic has had unprecedented impacts on the real estate industry, from solicitation and marketing, to pre-contract showings, negotiations and inspections, to contract formation and expectations, to post-contract inspections and repairs, to loan applications, appraisals and approvals, to closing. The various local, State and Federal states of emergency and so-called safer-at-home or stay-at-home orders have changed the way sellers and real estate licensees need to approach otherwise allowable or acceptable business practices. Seller and Broker acknowledge that there are mutual benefits in addressing the effects of the COVID-19 pandemic on the sale of the Property. In consideration for the mutual benefits contained herein, Seller and Broker agree as follows. This Addendum or Amendment shall remain in force until the earlier of either (i) the termination of all government orders, including local, State and Federal, impacting the Property due to the COVID-19 pandemic or (ii) the mutual written termination of this Addendum or Amendment by Seller and Broker. Nothing contained in this Addendum or Amendment shall be construed to allow an activity that is otherwise prohibited by any law.

- 1. PROPERTY SHOWINGS: Seller agrees [] DOES NOT agree to allow prospective purchasers to enter the Property as specified below. Seller has been advised of the potential for visitors to the Property to be carriers of the COVID-19 virus. Broker has provided Seller with a [x] Coronavirus Property Entry Advisory and Declaration (C.A.R. Form PEAD), and Seller and Broker agree to abide by the showing protocols set forth in the Coronavirus Property Entry Advisory and Declaration and those in the C.A.R. Best Practice Guidelines...
2. PRE-SALE AND POST-ACCEPTANCE ACTIVITY: In furtherance of the goal of selling the Property, and provided Broker and others follow the same requirement specified in paragraph 1A for prospective purchaser visitors, Seller gives permission to Broker and other authorized persons, to access the inside and outside of the Property in order to engage in the following activities:
A. [] Prepare a virtual tour or take photographs
B. [] Install signage
C. [] Prepare an agent's visual inspection and disclosure
D. [] Conduct a Homeowner's Association site inspection
E. [] Prepare an appraisal or buyer insurance inspection
F. [] Obtain county or other municipal or government inspections or permit approvals
G. [] Put up or remove fumigation tents
H. [] Prepare a home inspection, and necessary follow-up inspections, on behalf of the buyer
I. [] Perform repairs agreed to in the Purchase Agreement, or improvements necessary to get the Property ready for sale, or prepare bids or estimates
J. [] Conduct a final verification (walk-through)
K. [] Pack and move Seller's furniture or belongings
L. []
M. []

Note: If Seller elects to limit the access to the Property for post-acceptance activity, Seller and Broker are each advised to modify and review the purchase agreement to reflect Seller's elections.

- 3. BROKER MARKETING PLAN: If Broker's Listing Agreement included a marketing plan, that plan is modified as follows: [] or [] in the attached addendum.
4. [] TEMPORARY WITHDRAWAL OF PROPERTY FROM MARKET:
A. Broker agrees to pause marketing of the Property, including changing to an appropriate status on the MLS, and not to conduct any showings of the Property while this Addendum or Amendment is in effect. The Listing Agreement shall remain in effect during the temporary withdrawal and Broker shall immediately begin all appropriate marketing efforts upon termination of this Addendum or Amendment.
B. [] The termination date of the Listing Agreement shall be extended by the same amount of time that the temporary withdrawal is in effect but in no event shall the termination date be extended beyond [] (date).



5. **SCOPE OF BROKER DUTY:** Seller understands and agrees that Broker will abide by the terms of this Addendum or Amendment and use Broker's best efforts to obtain compliance by others. Broker cannot and will not verify the representations of others nor guarantee their compliance with Seller's and Broker's instructions. Broker cannot and will not physically prevent entrance to the Property by others who do not agree to the instructions. If Broker becomes aware of such person's failure to comply with the instructions, Broker will promptly inform Seller and take efforts to prevent such person's future access to the property. Seller agrees to and shall hold Broker and its agents, harmless from any and all claims, liabilities, obligations, attorney's fees, or actions, and shall indemnify Broker for any damages, costs, attorney's fees, and/or other fines from any third party, that arise from or are related in any manner to this Addendum or Amendment.

6. **ADDITIONAL TERMS:** _____

By signing below Seller and Broker acknowledge that each has read, understands, has received a copy of, and agrees to the terms of this Listing Agreement Coronavirus Addendum or Amendment.

Seller _____ Date _____

Seller _____ Date _____

Additional Signature Addendum attached (C.A.R. Form ASA)

Real Estate Broker (Firm) _____

By _____ DRE Lic# _____ Date _____

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CORONAVIRUS PROPERTY ENTRY ADVISORY AND DECLARATION

(C.A.R. Form PEAD, 04/16/20)

(A new declaration should be obtained from each visitor, each time they enter a property) (May be used for more than one property provided a copy is delivered to each Listing Broker.)

Property Addresses

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



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

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

Person allowing entry or person entering Property: Seller, Buyer, Broker, Other Entrant, or Occupant

(print name) (signature) _____ Date _____

(print name) (signature) _____ Date _____


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

Buyer's Broker's Initials (_____)

Seller's Broker's Initials (_____)

Seller's Initials (_____) (_____)

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CORONAVIRUS PROPERTY ENTRY ADVISORY AND DECLARATION (PEAD PAGE 2 OF 2)



CORONAVIRUS ADDENDUM OR AMENDMENT (C.A.R. Form CVA, 3/20)

The following terms and conditions are hereby incorporated in and made a part of 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

OR [] This is an amendment to the already accepted Agreement. This amendment shall be deemed revoked unless within 3 or _____ Days after being Signed by the initiating Party it is Signed by the other Party and a Copy Delivered to the initiating Party or that person's Authorized Agent.

- 1. 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; closures of both governmental and private offices and businesses providing integral functions to the closing of a real estate transaction, such as inspecting, repairing, packing and moving, funding, recording, and declarations of States of Emergency and so-called shelter-in-place or stay-at-home orders, among others ("Unforeseen Coronavirus Circumstance"). While the Agreement allocates risk as between the Parties by way of contingencies, covenants, and disclosures, it does not address the concept commonly referred to as "Force Majeure" or the right of a Party to suspend or terminate performance when circumstances, which the parties could not have anticipated and are beyond their control, make performance of the contract impossible or impracticable.
2. This form is intended to contractually address an Unforeseen Coronavirus Circumstance. The Parties' agreement to this form is optional. It is not binding on either Party unless Signed by both. Its purpose is to reflect the Parties' (i) mutual obligation to deal fairly with each other and act in good faith to accomplish the purpose of the Agreement, and (ii) attempt to avoid any uncertainty that may otherwise exist as a result of the COVID-19 pandemic by resolving potential disputes by mutual agreement.
3. If either Buyer or Seller is affected by an Unforeseen Coronavirus Circumstance, the affected Party shall Deliver to the other a Notice of Unforeseen Coronavirus Circumstance (C.A.R. Form NUCC) which both identifies and provides verification of (i) the Unforeseen Coronavirus Circumstance applicable to the affected Party and (ii) the identified circumstance's impact on the affected Party's ability to perform. The Parties agree that upon Delivery of the NUCC the extension selected in 4A or 4B, or the cancellation selected in 4C, shall apply (if checked, [] NUCC is attached):
4. Extension of Time or Mutual Cancellation (check 4A, 4B or both, OR 4C):
A. [] Extension of Time for Buyer to Remove Contingencies: The time to remove the following contingency(ies) shall be extended for 30 or _____ Days: [] Loan, [] Investigation, [] Appraisal, [] Other: _____. If, after this time, Buyer does not remove the applicable contingency because of the Unforeseen Coronavirus Circumstance, either Party may cancel the Agreement by Delivering written notice of cancellation (C.A.R. Form CC) to the other. No Notice to Buyer to Perform (C.A.R. Form NBP), as otherwise applicable, shall be required. Buyer's deposit shall be returned to Buyer, minus fees and costs incurred by Buyer.
B. [] Extension of Time for Buyer or Seller to Close Escrow: The Close Of Escrow date shall be extended for 30 or _____ Days. If, after this time, the Buyer or Seller Delivering the NUCC is still unable to close escrow as a result of the Unforeseen Coronavirus Circumstance, either Party may cancel the Agreement by Delivering written notice of cancellation (C.A.R. Form CC) to the other. No Demand to Close Escrow (C.A.R. Form DCE), as otherwise applicable, shall be required. Buyer's deposit shall be returned to Buyer, minus fees and costs incurred by Buyer OR [] Buyer's deposit shall be released to Seller if otherwise allowed in the Agreement.
OR C. [] Mutual Cancellation: The Agreement shall be cancelled upon Acceptance of this amendment. Unless otherwise agreed, Buyer's deposit shall be returned to Buyer, minus fees and costs incurred by Buyer. This form CVA shall constitute irrevocable joint instructions to Escrow Holder to cancel the escrow and release the deposit as provided in this form without further instructions of the Parties. NUCC is attached.
5. [] The following additional terms shall apply: _____

By signing below Buyer and Seller acknowledge that each has read, understands, has received a Copy of, and agrees to the terms of this Coronavirus Addendum Or Amendment.

Date _____ Date _____
Buyer _____ Seller _____
Buyer _____ Seller _____

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NOTICE OF UNFORESEEN CORONAVIRUS CIRCUMSTANCES

(C.A.R. Form NUCC, 3/20)

In accordance with the terms and conditions of the Coronavirus Addendum or Amendment (C.A.R. Form CVA), dated _____, the affected Party (Buyer OR Seller) hereby gives notice to the other Party, as specified in the CVA.

1. The Unforeseen Coronavirus Circumstance that is applicable to the affected Party and that is the reason for the extension of time or mutual cancellation specified in paragraph 4 of the CVA is as follows (check all that apply):

A. Loan-Related:

- Loss of income due to an Unforeseen Coronavirus Circumstance which prevents Buyer from qualifying for the specified loan (ex. Layoff, furlough, reduced hours. Provide verification of income loss and lender denial in paragraph 2.)
 Notary appointment delay
 Lender delay due to Unforeseen Coronavirus Circumstance

B. Shelter-in-place/stay-at-home or other Government Order Presenting Difficulties in Scheduling:

- Home Inspection
 Government Required Inspection
 Movers
 Other: _____
 Pest Control Inspection
 Appraisal Inspection
 Final Verification of Condition

C. Personal Impact (affected Party, immediate family or household member):

- Confirmed Diagnosis of COVID-19
 COVID-19 related hospitalization
 Government ordered/voluntary quarantine
 Physician ordered quarantine

D. Other: _____

E. The Unforeseen Coronavirus Circumstance has the following impact on the affected Party's performance: _____

2. Verification of the Unforeseen Coronavirus Circumstance and its impact on performance is as follows, or, if checked attached:

By signing below, the affected Party acknowledge that they have read, understand, received a Copy of this Notice of Unforeseen Coronavirus Circumstances and that the information contained in it, or attached to it, is true.

Affected Party: Buyer's or Seller's Signature

Date

Affected Party: Buyer's or Seller's Signature

Date

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