



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 ✓ 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 (document found at <https://www.car.org/riskmanagement/covidlegaldocs>) or similar document approved by Broker and provided to Seller. **Prospective purchaser visitors will be asked not to enter the Property, nor will they be given permission to do so, until and unless:**
 - A. They sign a statement representing that the visitor (i) to the best of the visitor's knowledge is not currently afflicted with, and has not knowingly, within the last 14 days, been in contact with someone afflicted with, the COVID-19 virus, (ii) is not experiencing a fever, or signs of respiratory illness such as cough, shortness of breath or difficulty breathing, and (iii) that they agree to abide by safe practices while visiting the Property.
 - B. They provide verification that they are financially able to purchase the Property, such as (i) verification of an all-cash purchase or (ii) a prequalification or preapproval from a lender or loan broker.
 - C. They represent that they have previously viewed the Property online.
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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