

CORONAVIRUS (COVID-19) DISCLOSURE AND CONSENT

THIS CORONAVIRUS DISCLOSURE AND CONSENT is given by _____ (“Brokerage”) to the below-signed sellers (collectively, “Sellers”) of that certain real property located at _____ (“Property”);

CDC NOTICE:

The Centers for Disease Control (“CDC”) are responding to a pandemic of respiratory disease spreading from person-to-person caused by a novel (new) coronavirus. The disease has been named “coronavirus disease 2019” (abbreviated “COVID-19”). This situation poses a serious public health risk.

1. Scope of Pandemic: As Sellers may be aware, currently the United States is experiencing a surge in medical cases caused by COVID-19. The undersigned Sellers hereby understand that COVID-19 is spread communally from person to person and through contact with infected or contaminated surfaces.
2. Sellers hereby understand, comprehend, and agree that no directors, agents, affiliates, managers, directors or employees of Brokerage (collectively, “Disclosing Parties”) are licensed medical professionals and that the Disclosing Parties are incapable of rendering a medical opinion or providing medical advice. Sellers hereby agree to rely upon the services of licensed medical professionals for any matter requiring a medical, epidemiological, or pathological opinion.
3. Marketing of the Property for sale to prospective buyers usually includes an array of marketing efforts designed to increase public interest in the purchase of the Property. Such efforts include, but are not limited to, home staging efforts, in-person showings, open houses, etc. (“Marketing Activities”).
4. Seller understands, comprehends, and agrees that the Disclosing Parties are unable to determine if any persons or parties entering the Property, in connection with Marketing Efforts, are infected or have been exposed to COVID-19. Further, Seller understands, comprehends, and agrees that the Disclosing Parties cannot make a reasonable determination as to the contagiousness or prior exposure to COVID-19 of any person whatsoever.
5. As a result of the foregoing, unless expressly indicated below, the Disclosing Parties will continue with Marketing Activities traditional and customary to the real estate industry within the general geographic area in which the Property lies.

6. For and in consideration of Disclosing Parties' agreement to provide the Marketing Activities, the below-signed Sellers hereby release, indemnify, and hold the Disclosing Parties harmless from any action, cause of action, demand, suit, where in law or equity, cause of action, debt, or otherwise which arises from any contamination, infection, dissemination of contagions, exposure, or otherwise which has arisen, arises, or may arise, as a result of the Marketing Activities or from COVID-19, whether brought or asserted by Sellers or third-parties.

7. Sellers hereby direct Brokerage and the Disclosing Parties to **NOT** complete the following check marked Marketing Activities:

- | | |
|---|--|
| <input type="checkbox"/> Open Houses | <input type="checkbox"/> Individualized Showings |
| <input type="checkbox"/> Brokers Opens | <input type="checkbox"/> Photography/Videography of the Property |
| <input type="checkbox"/> Staging, if applicable | <input type="checkbox"/> Other: _____ |

8. Sellers also further understand and agree that, during the pendency of the COVID-19 Epidemic, the Disclosing Parties and Brokerage may be unable to provide the Marketing Activities due to governmental regulation, forced closures, or due to health-related concerns of the Disclosing Parties. For the avoidance of doubt, in the event the Disclosing Parties reasonably believe that the providing of the Marketing Activities may pose a risk of harm, infection, contamination, or other bodily injury thereto, the Disclosing Parties may, in their sole and exclusive discretion, suspend or terminate any performance required by the Disclosing Parties arising under any Listing Agreement, Brokerage Agreement, or other agreement whereby the Disclosing Parties or Brokerage has agreed to provide services to Sellers in connection with the sale of the Property.

9. Sellers agree to keep Brokerage and the Disclosing Parties apprised of their health and agree to inform Brokerage and the Disclosing Parties in the event Sellers, or their children, familial relations, close friends, or other close relations have been, or reasonably may have been, diagnosed with or exposed to COVID-19.

10. Seller and Brokerage hereby agree to extend the term of the Listing Agreement to _____ (no extension if left blank).

Sign:

Sign:

Print:

Print:

Date: _____

Date: _____