



COVID-19 Addendum to Purchase and Sale Agreement

This addendum (“Addendum”) dated _____, 2020 amends and supplements that certain purchase and sale agreement between _____ (“Buyer”) and _____ (“Seller”) for the property (“Contract”) located at _____ (“Property”).

1. Buyer and Seller acknowledge that the current spread of COVID-19 may cause unanticipated delays or otherwise render it impossible or impractical for Buyer or Seller to perform one or more material obligations under the Contract, including closing by the agreed upon Closing Date.
2. As used herein, a “Condition Causing a Delay” in Buyer’s or Seller’s ability to meet a specific deadline in the Contract (a “Delayed Party”) shall mean (i) a governmental (federal, state, or local) declaration of emergency, “shelter in place” or other order restricting movement; (ii) the Delayed Party’s diagnosis of COVID-19; (iii) a government or physician ordered quarantine of the Delayed Party, (iv) the COVID-19 related hospitalization of the Delayed Party (or a member of the Delayed Party’s immediate family or household); (v) the inability, due to a COVID-19 related circumstance, to provide a necessary service on the part of a lender, title insurer, attorney, insurance company, vendor, agent, utility, governmental agency or other party whose service is necessary to the Delayed Party’s performance under the Contract; (vi) if Buyer’s loan/ financing contingency (“Contingency”), if any, has been removed in accordance with the Contract, and Buyer is thereafter unable to obtain the loan/financing and close the transaction due to a COVID-19 related loss of employment that occurs after the Contingency has been removed, or (vii) another COVID-19 related circumstance that is not within the reasonable control of the Delayed Party and cannot be overcome in a timely manner with the Delayed Party’s exercise of good faith and reasonable diligence.
3. In the event of a Condition Causing a Delay, the Delayed Party shall, upon learning of the Condition Causing a Delay, promptly give written notice to the other party of the Condition Causing a Delay (“Notice”). Upon providing Notice, (a) all time periods and deadlines (other than due dates for any earnest money deposits) that have not yet passed at the time of providing such Notice that are expressly and specifically calculated based on a certain number of days from, after, or within a certain number of days from, the Effective Date of the Contract (e.g., Loan Approval Period, Inspection Period) shall be automatically extended for a period of _____ days (30 calendar days if left blank) (each such extended time period or deadline is referred to as an “Extension Period”), and (b) the Closing Date shall be extended by the same number of days of the Extension Period (“Extended Closing Date”).

4. All time periods and deadlines that are not expressly and specifically calculated based on a certain number of days from, after, or within a certain number of days from, the Effective Date of the Contract shall remain the same and shall not be considered an Extension Period. If the last day of an Extension Period or the Extended Closing Date falls on a Saturday, Sunday, or federal or state holiday, the Extension Period and/or the Extended Closing Date, as applicable, shall automatically be extended until the end of the next day that is not a Saturday, Sunday, or federal or state holiday. Buyer and Seller agree that a Delayed Party shall only be entitled to exercise the right to provide Notice once, and unless agreed to in writing by Buyer and Seller, the Extension Period and Extended Closing Date may not be further extended.

5. Buyer acknowledges that Buyer has been advised to consider the expiration dates of any applicable financing commitment and/or financing rate lock period when determining an acceptable Extension Period hereunder.

6. In the event that the Condition Causing a Delay is not resolved by the expiration of an Extension Period, then (i) Buyer and Seller may agree in writing to an additional extension of time, or (ii) the Delayed Party may terminate the Contract by providing written notice to the other party prior to the expiration of the applicable Extension Period. (“Notice to Terminate”). Upon timely delivery of a Notice to Terminate, the escrow agent shall be directed to refund all deposits to the Buyer, and Buyer and Seller shall have no further obligations to one another under the Contract. If the Delayed Party fails to provide Notice to Terminate in a timely manner, time being of the essence, the Delayed Party’s right to terminate shall expire and the Delayed Party shall be required to close on the Extended Closing Date.

7. In the event of any conflict between the provisions of this Addendum and the Contract, this Addendum shall control. All other terms and conditions of the Contract not expressly modified herein shall remain unchanged.

8. This Addendum may be executed electronically, in counterparts, and via facsimile and may only be modified in a writing signed by Buyer and Seller. By signing below, Buyer and Seller (i) agree to all of the foregoing terms and conditions; (ii) acknowledge that they have been advised of their right to seek independent legal counsel to review this Addendum, and (iii) agree to release and hold the real estate brokers and agents involved in this transaction harmless in connection with the use of this Addendum or the interpretation or application of any term herein.

Seller Date

Seller Date

Buyer Date

Buyer Date