



CORONAVIRUS PROPERTY ENTRY ADVISORY AND AGREEMENT

This advisory and agreement is provided to _____ in reference to the property located at _____ (“subject property”), wherein JohnHart Real Estate (“JohnHart”) is the Listing Broker.

Be advised the Coronavirus, formally known as COVID-19, has been declared a pandemic by the World Health Organization (WHO). 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 being infected by COVID-19, persons especially at risk are those with compromised immune systems and the elderly.

In response to COVID-19, the State of California, as well as many cities and counties have issued “Safer at Home” or “Shelter in Place” orders. Pursuant to these orders, certain activities have been designated essential and permitted under the orders.

Under Federal and State guidelines, activities required to facilitate a real estate transaction have been deemed essential activities. This is notwithstanding county and city orders that are more restrictive than Federal and State guidelines, which may take precedence over the Federal and State guidelines.

By signing below, the undersigned individual represents and agrees as follows:

A. You are either:

(1) The seller, landlord, tenant, or occupant, voluntarily allowing someone to enter the subject property for viewing, walk-through, inspections, or otherwise facilitating the real estate transaction; or

(2) A prospective or actual buyer, tenant, real estate agent, or other person whose services facilitate the completion of a real estate transaction and are voluntarily entering the subject property for the purpose of viewing, inspecting, or performing an activity or providing a services in furtherance of a real estate transaction.

B. You understand that showing and visiting properties may be dangerous or unsafe and could expose you or others to COVID-19. You acknowledge that showing the subject property involves significant risk because of COVID-19, and it is JohnHart’s strong recommendation that these activities be done virtually, as much as possible.

C. If applicable, you understand that your showing or visiting activities are part of an exception to Federal and State “Safer at Home” or “Shelter in Place” orders and that you are conducting those activities at your own risk.

D. You understand that if you engage in any activities in violation of the law, including Federal, State, county or city orders, you are acting against the advice of JohnHart.



E. You agree to take all reasonable and necessary precautions to protect yourself and others from the spread of COVID-19, including, but not limited to the following:

- (1) You are aware of and agree to follow all Federal, State, and local laws and orders, including Stay Home, Safer at Home, Shelter in Place orders, even though such laws and orders may be changing rapidly.
- (2) You agree and understand that it is your responsibility to exercise care to protect yourself, such as assessing your own risks, which may include age, underlying health conditions, recent travel, possible exposure to COVID-19, doctor's recommendations, and State or Federal recommendations.
- (3) You represent that (i) 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, and (ii) 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.
- (4) You believe that you are not likely to transmit or contract COVID-19.
- (5) When visiting or allowing someone to visit the subject property, and if available, you agree to wash your hands with soap and water or use hand sanitizer, and to wear rubber gloves, a protective face mask, and protective shoe coverings. Remember to not touch your eyes, nose or mouth.
- (6) You agree to practice "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 subject property. If you believe it necessary to touch surfaces or items in the Property, consider the risks of doing so. You are reminded that wearing protective gloves, face masks, shoe coverings, and washing and sanitizing hand are steps you can take to protect yourself and others.
- (7) After showing the subject property, sellers, landlords, and occupants should clean and disinfect the subject property, paying attention to any areas that may be commonly touched, such as doorknobs, handles and counter tops.
- (8) After viewing the subject property, visitors should discard any gloves, masks or shoe coverings worn during the visit and wash their hands with soap and water for at least twenty seconds.

In any event, the Seller, Buyer, and/or Service Provider who signs this Agreement, in consideration of JohnHart's notifications and attempts to complete real estate transactions hereby releases and holds JohnHart harmless from all COVID-19 claims directly or indirectly related to showing activities at the subject property and hereby waives, to the fullest extent permitted by law, any right he/she/it may have under Section 1542 of the California Civil Code, which provides the following:



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A general release does not extend to claims which the creditor does not know or suspect to exist in his/her favor at the time of executing the release, which if known by him/her must have materially affected his settlement with the debtor.

The undersigned further releases and agrees to defend JohnHart against all claims associated with the showing of the subject property that directly or indirectly involve COVID-19. JohnHart also shall have sole discretion as to choose legal counsel, how to defend and/or compromise any such claims.

All parties to this agreement have had an opportunity to have an attorney review the agreement and that if any portion thereof is deemed unenforceable by a court of competent jurisdiction, the rest of the terms of this advisory and Release shall remain in effect.

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 subject property, or allowing someone to enter the subject 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, I acknowledge that I have read, understand, voluntarily agree to the forgoing, and have received a copy of this Coronavirus Advisory and Agreement.

(Print Name)

(Signature)

(Date)