



COVID-19 Advisory and Mutual Release

State Executive Order N-33-20 – And Others - “Shelter in Place”

Property Address: _____ (“Property”)
 Listing Brokerage/Agent: _____
 Buyer Brokerage/Agent: _____
 Seller/Landlord: _____
 Buyer/Tenant: _____
 Vendor: _____

As the undersigned individual, please check below that you are either:

- (1) A seller, landlord, or occupant, who voluntarily elects to allow someone to preview, walk-through, and inspect your Property; or
- (2) A prospective Buyer or Tenant, a real estate agent, inspector, appraiser, or other visitor, who voluntarily elects to preview, walk-through, and inspect Property; or
- (3) A vendor (such as including but not limited to a photographer, virtual tour creator, inspector, stager, licensed contractor)

- who voluntarily elects to preview, walk-through, inspect and/or service the Property understand and agree that entering Property may be dangerous and unsafe, and may expose you and others to COVID- 19, coronavirus, or other contaminants or communicable diseases. California is under an Executive Order N-33-20 to stay home except as needed to maintain the operation of critical infrastructures as specified by the Cyber Security & Infrastructure Agency (CISA). CISA declares residential and commercial services, including settlement services (such as escrow companies) to be community based “essential critical infrastructure workforce.” However other local governmental orders from city and counties in California are also in place. This Advisory and Mutual Release is not a promise by any party, or Seller/Landlord or Buyer/Tenant or any type of assurance concerning anyone’s or anything’s health, safety, or well-being during any real estate activities. **IF YOU HAVE ELECTED TO ENGAGE IN REAL ESTATE ACTIVITIES SUCH AS A PREVIEW, WALK-THROUGH, INSPECTION, PHOTOGRAPHY SESSION OR SERVICING A REPAIR YOU ARE ACTING ON YOUR OWN ADVICE. YOU ARE NOT REQUIRED BY ANY PARTY HERETO TO DO SO.**

By signing below, you agree to take any and all reasonable precautions to safeguard yourself and others from being exposed to, contracting, or spreading COVID-19, coronavirus, including but not limited to all of the following:

1. You are aware of and will comply with all federal, state, and local laws and orders currently in effect related to COVID- 19, including the California shelter in place order, even if such laws may be rapidly changing.
2. You understand that you are responsible for exercising reasonable care to protect yourself, including, but not limited to, assessing your own risks, based on, among other things, your age, underlying health conditions, past travel, past potential exposure, doctor’s recommendations, and CDC recommendations.
3. You believe to the best of your knowledge and represent to BHHS that you are not currently sick, and you do not have a fever, persistent cough, shortness of breath, or other COVID-19 symptoms. You also believe that you are unlikely to transmit or contract COVID-19, coronavirus, or any other communicable disease.
4. Be sure to wash your hands with soap immediately upon entering the Property at any designated area provided, or use a hand sanitizer if available. Do not touch your eyes, nose, or mouth.
5. Practice social distancing by keeping a distance of at least 6 feet from any other person. Do not form or be part of a gathering. Do not touch, stand close to, or lean against anyone or anything, including, but not limited to doorknobs, handles, light switches, tabletops, countertops, food or drinks, or someone else’s cell phone, tablet, or other items. Weigh the pros and cons of using handrails, stair rails, or guardrails.
6. After a showing, a Seller, Landlord, or occupant should clean and disinfect the Property, and pay close attention to commonly-touched areas, high-traffic areas, and dirty surfaces.
7. Further, if anyone who enters the Property is later diagnosed with COVID-19, the person who is diagnosed must immediately inform the listing agent, who will then make best efforts to inform everyone who entered the property after the person diagnosed, of that fact.

By signing below, in exchange for the California real estate brokers, listed above, which are assisting their respective clients in engaging in real estate activities during the Executive Order N-33-20 and other consideration—you agree that, that all such conduct is performed on each party's own volition and each party hereby mutually releases each other from any and all claims derived from Executive Order N-33-20. You hereby waive any right to make a claim even if a party fails to comply with the above COVID-19 safeguards. This means you are all, each of you, the Seller/Landlord and the Buyer/Tenant and Vendors and the California real estate brokerages are each releasing each other from any liability Executive Order N-33-20 and all other governmental orders concerning the subject of Executive Order N-33-20.

If any party is not completely in agreement with releasing each other as to any aspect of the Executive Order N-33-20, for example, as to whether showings should occur or any real estate activity whatsoever, they should **consult with a professional of their choice**. This release includes any and all of the California Broker(s)' listed above past, present, and future officers, agents, managers, employees, licensees, independent contractors, parents, subsidiaries, and any other persons affiliated with the California Broker(s) listed. This Mutual Release may be signed in any number of counterparts, (copies) each of which when signed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

The undersigned individual(s) hereby declares that he and/or she has read and understands this Agreement, and voluntarily agrees to the hold harmless provision.

SELLER

Name: _____

Signed: _____

Date: _____

Name: _____

Signed: _____

Date: _____

BUYER

Name: _____

Signed: _____

Date: _____

Name: _____

Signed: _____

Date: _____

SELLER AGENT

Name: _____

Signed: _____

Date: _____

BUYER AGENT

Name: _____

Signed: _____

Date: _____

VENDOR

Name: _____

Signed: _____

Date: _____