

AGREEMENT AND RELEASE- ACCESS TO DESIGNATED PROPERTY DURING COVID- 19/CORONA VIRUS PANDEMIC

Designated Property: _____.

This Agreement and Release is between First Team Real Estate-Orange County and its agents and managers (“First Team”) as one party, and real estate sellers, landlords, occupants (“Seller”), real estate buyers and tenants (“Buyer”) and/or inspectors, geologists, appraisers, photographers, real estate brokers and agents, other types of service providers (“Service Provider”) regarding access to the Designated Property for property showings, marketing preparation, inspections, walk-throughs, and appraisals (“Designated Property showing activities”).

All parties acknowledge that Designated Property showing activities involve significant risk because of the COVID-19/CORONA virus, and it is First Team’s strong recommendation these activities are done virtually as much as possible.

Should a Seller, Buyer, and/or Service Provider who signs this Agreement and Release elects to conduct Designated Property showing activities, he/she/it will be responsible for his/her/its own wellbeing and will take all appropriate safeguards for him/her/it and other people.

In any event, the Seller, Buyer, and/or Service Provider who signs this Agreement and Release, in consideration of First Team’s notifications and attempts to complete real estate transactions hereby releases and holds First Team harmless from all claims associated with Designated Property showing activities and the COVID-19/CORONA virus 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:

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 Seller, Buyer, and/or Service Provider who signs this Agreement and Release also agrees to defend First Team against all claims associated with Designated Property showing activities and the COVID-19/CORONA virus and that First Team shall have sole discretion as to choice of legal counsel, how to defend and/or compromise any such claim to, in First Team's sole discretion, minimize resources or avoid adverse repercussions.

All parties to this Agreement and Release have had an opportunity to have their own attorney at law review this Agreement and Release and agree that if any portion thereof is deemed unenforceable by an appropriate authority the rest of the terms of this Agreement and Release shall remain in effect.

Name

Date:

Signature

Name

Date:

Signature