CALIFORNIA ASSOCIATION OF REALTORS®

LISTING AGREEMENT CORONAVIRUS ADDENDUM OR AMENDMENT

(C.A.R. Form RLA-CAA, 7/13/20)

COLDWELL BANKER REALTY

The following terms and conditions are hereby incorporated in and made a part of the Listing Agreement or ☐ Other _____ ("Listing Agreement") dated ***08/10/2020*** on property known as ***28571 Rancho Maralena, Laguna Niguel, CA 92677-7407*** ("Property") in which ***Coldwell Banker Realty*** is referred to as Broker and ***Hien Chi Truong, Pearlleen Truong*** is referred to as Seller OR ☐ This is an amendment to the already existing Listing Agreement between Seller and Broker.

The current worldwide Coronavirus (COVID-19) pandemic has had unprecedented impacts on the real estate industry, affecting: Solicitation and marketing; Pre-contract showings, negotiations and inspections; Contract formation and expectations; Post-acceptance inspections and repairs; Loan applications, appraisals and approvals; and Closings. Local, State and Federal states of emergency, "Stay Home" orders, and Health Official and other Government mandates and recommendations (collectively, "COVID-19 Directives") have changed the way sellers and real estate licensees need to approach otherwise allowable or acceptable business practices. Seller and Broker acknowledge that there are mutual benefits in addressing the effects of the COVID-19 pandemic on the sale of the Property. In consideration for the mutual benefits contained herein, Seller and Broker agree as follows: This Addendum or Amendment shall remain in force until the earlier of either **(i)** the termination of all government orders, including local, State, and Federal, impacting the Property due to the COVID-19 pandemic or **(ii)** the mutual written termination of this Addendum or Amendment by Seller and Broker. **Brokers and Agents (i) will comply with COVID-19 Directives, notwithstanding any Party's instructions and (ii) will obey all Fair Housing laws while pursuing safe COVID-19 practices. Nothing contained in this Addendum or Amendment shall be construed to allow an activity that is otherwise prohibited by any law.**

1. PROPERTY SHOWINGS:

A. Seller agrees (☐ DOES NOT agree - see paragraph 4) to allow prospective purchasers to enter the Property as specified below. Seller has been advised of the potential for visitors to the Property to be carriers of the COVID-19 virus. Broker has provided Seller with a ☒ Coronavirus Property Entry Advisory and Declaration - Seller/Occupant (C.A.R. Form PEAD-S), and ☒ C.A.R. Best Practices Guidelines/Prevention Plan for Showings (C.A.R. Document BPPP), or substantially equivalent forms approved by Broker. Seller and Broker agree to abide by the protocols set forth in those documents and this form.

B. Prospective purchaser visitors will not be given permission to enter the Property until and unless:

(1) They sign the Coronavirus Property Entry Advisory and Declaration - Visitor (C.A.R. Form PEAD-V).

(2) ☒ They provide verification that they are financially able to purchase the Property, such as **(i)** verification of an all-cash purchase or **(ii)** a prequalification or preapproval from a lender or loan broker.

(3) ☒ They represent that they have previously viewed the Property online.

2. MARKETING ACTIVITIES: In furtherance of the goal of selling the Property, and provided Broker and others sign C.A.R. Form PEAD-V, Seller agrees (☐ DOES NOT agree - see paragraph 4) to give permission to Broker and other authorized persons, to access the inside and outside of the Property in order to engage in ALL MARKETING ACTIVITY, including but not limited to those listed below, **OR**, only (see paragraph 4) those checked below:

☒ Install signage
☒ Provide landscape services
☐ Paint
☐ _____
☒ Prepare and remove staging
☒ Prepare an agent's visual inspection and disclosure
☒ Prepare a virtual tour or take photographs
☒ ***Inspectors and Workers***

3. POST-ACCEPTANCE AND OTHER NECESSARY SALE ACTIVITIES: In furtherance of the goal of completing the sale of the Property, and provided Broker and others sign C.A.R. Form PEAD-V, Seller agrees (☐ DOES NOT agree - see paragraph 4) to give permission to Broker and other authorized persons, to access the inside and outside of the Property in order to engage in all necessary real estate activities to facilitate the sale of the property, including but not limited to those below:

► Conduct a Homeowner's Association site inspection
► Prepare an appraisal or buyer insurance inspection
► Obtain county or other municipal or government inspections or permit approvals
► Prepare an agent's visual inspection and disclosure
► Put up or remove fumigation tents
► Conduct a final verification (walk-through)
► Pack and move Seller's furniture or belongings
► Prepare a home inspection, and necessary follow-up inspections, on behalf of the buyer
► Perform repairs agreed to in the purchase agreement, or improvements necessary to get the Property ready for sale, or prepare bids or estimates

Broker's Initials (_____) Seller's Initials X (HCT) X (PT)

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4. **SELLER PROHIBITING OR LIMITING ACCESS TO PROPERTY:** If, pursuant to paragraph 1, 2 or 3, Seller instructs Broker that no, or limited, access to the Property will be permitted for marketing, showings, inspections or other purposes relating to the Property's sale, Seller understands that:
   A. Broker, other brokers, and prospective buyers may not be able to perform many activities typically conducted in, or in preparation for, a real estate transaction, such as, performing an agent's diligent, visual inspection, or a buyer conducting contractual inspections, including a final verification, of the Property. Any of those restrictions may limit the value or desirability of the Property.
   B. **It may be necessary to modify any real estate agreement entered into between Seller and a buyer to take into account the restricted access to the Property. Seller and Brokers are advised to seek the advice of a qualified California real estate attorney to draft applicable language intended to contractually prohibit or limit access by a buyer, Broker or other brokers as otherwise allowed by contract or law.**
5. **PROPERTY SHOWING AND ACCESS RULES:**
   A. **COVID-19 DIRECTIVES AND SHOWING RULES:** The California Departments of Public Health (CDPH) and Industrial Relations (Cal/OSHA) have issued COVID-19 Directives for real estate transactions that need to be followed. These Directives are available at https://covid19.ca.gov/pdf/guidance-real-estate.pdf; https://covid19.ca.gov/pdf/checklist-real-estate.pdf; and https://www.dir.ca.gov/dosh/coronavirus/General-Industry.html. Broker's Prevention Plan and Showing Rules are located in the PEAD-S form and BPPP document specified in paragraph 1A.
   B. (1) **SHOWING REQUIREMENTS: (i)** Properties must be equipped with proper sanitizing products, including hand sanitizer and disinfecting wipes, and face coverings, at the entrance of the Property; **(ii)** Purchasers, real estate licensees, inspectors and other entrants must use face covers and wash or sanitize hands upon entry into the Property; **(iii)** During a showing, introduce fresh outside air, for example by opening doors/windows, weather permitting, and operating ventilation systems. Real estate licensees or sellers must open doorways or other areas of ingress and egress prior to in-person property showings to minimize clients touching surfaces.
   (2) **SHOWING REQUIREMENT COSTS:** ☐ Seller agrees to pay for necessary supplies of face coverings, and sanitizing products for hands and surfaces and _____.
   C. (1) **CLEANING AND SANITIZING: (i)** Commonly touched surfaces and areas shall be cleaned and disinfected before and after each showing; **(ii)** Property showings shall be scheduled so as to allow adequate time for cleaning and disinfecting; and **(iii)** More information on cleaning and disinfecting can be found in the Mandatory Government Showing Requirements, including Best Practices Guidelines and Prevention Plan (C.A.R. Document BPPP).
   (2) **CLEANING AND SANITIZING COSTS:** ☐ Broker and agent are authorized to hire, in Seller's name, a service to clean and disinfect the Property, as required above. Seller agrees to pay the service directly or reimburse Broker or agent for any such activities directly billed to Broker or agent by the service provider.
6. **BROKER MARKETING PLAN:** If Broker's Listing Agreement included a marketing plan, that plan is modified to comport with safety guidelines and best practices established by Broker or the local Association of REALTORS® or ☐ in the attached addendum.
7. ☐ **TEMPORARY WITHDRAWAL OF PROPERTY FROM MARKET:** Broker agrees to pause marketing of the Property, including changing to an appropriate status on the MLS, and not to conduct any showings of the Property while this Addendum or Amendment is in effect. The Listing Agreement shall remain in effect during the temporary withdrawal and Broker shall immediately begin all appropriate marketing efforts upon termination of this Addendum or Amendment. The termination date of the Listing Agreement shall (☐ shall NOT) be extended by the same amount of time that the temporary withdrawal is in effect but in no event shall the termination date be extended beyond _____ (date).
8. **SCOPE OF BROKER DUTY:** Seller understands and agrees that Broker will abide by the terms of this Addendum or Amendment and use Broker's best efforts to obtain compliance by others. Broker will provide Seller with a copy of all PEAD forms signed by and received from any broker or other person entering the Property. Broker cannot and will not verify the representations of others nor guarantee their compliance with Seller's and Broker's instructions. Broker cannot and will not physically prevent entrance to the Property by others who do not agree to the instructions. If Broker becomes aware of such person's failure to comply with the instructions, Broker will promptly inform Seller and take efforts to prevent such person's future access to the property. Seller wants the potential benefits, and ASSUMES THE RISK, of allowing others to enter the Property. Seller releases Broker and its agents, from any loss, liability, expense, claim or cause of action that may arise from allowing entry upon the Property or are related in any manner to this Addendum or Amendment.
9. **ADDITIONAL TERMS:** _____

By signing below Seller and Broker acknowledge that each has read, understands, has received a copy of, and agrees to the terms of this Listing Agreement Coronavirus Addendum or Amendment.

Seller X DocuSigned by: Hien Chi Truong — Hien Chi Truong — Date 8/11/2020 | 10:00 PDT

Seller X DocuSigned by: Pearlleen Truong — Pearlleen Truong — Date 8/11/2020 | 10:14 PDT

☐ Additional Signature Addendum attached (C.A.R. Form ASA)

Real Estate Broker (Firm) Coldwell Banker Realty

By DocuSigned by: Rob Sewell — DRE Lic# 01295474 — Date 8/11/2020 | 11:00 PDT

Rob Sewell

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CORONAVIRUS PROPERTY ENTRY ADVISORY AND DECLARATION − SELLER/OCCUPANT

(C.A.R. Form PEAD-S, 7/13/20)

(Seller's Broker shall Deliver to Buyer's Broker a Signed Copy of this form upon request.)

Property Address(es) *28571 Rancho Maralena, Laguna Niguel, CA 92677-7407*

1. **RISKS OF EXPOSURE:** The Coronavirus (COVID-19) pandemic is a worldwide risk to human health. COVID-19 is highly contagious. While people of all ages are at risk of catching COVID-19, persons with compromised immune systems and older persons may be at particular risk.
2. **GOVERNMENT ORDERS:** In order to reduce the spread of COVID-19, elected representatives and health officials from the State of California, as well as many California cities and counties have issued "Stay Home" Orders and other mandates and recommendations (collectively, "COVID-19 Directives"), limiting activities that can be engaged in by businesses and members of the public. Some city and county orders are more restrictive than, and may take precedence over, Federal and State guidelines.
3. **SELLER AND OCCUPANT ADVISORY:** Seller and occupant are advised that if you engage in any activities in violation of any COVID-19 Directives, you are acting against the advice of Broker. Brokers and Agents **(i)** will comply with COVID-19 Directives, notwithstanding any Party's instructions and **(ii)** will obey all Fair Housing laws while pursuing safe COVID-19 practices. Nothing contained in this form shall be construed to allow an activity that is otherwise prohibited by any law. You are required to take all reasonable steps necessary to protect yourself and others.
4. **SELLER OR OCCUPANT ACKNOWLEDGMENTS AND AUTHORIZATIONS: (i)** Seller or the occupant ("Signer") is voluntarily allowing someone to enter the Property; **(ii)** Signer has been advised that the Property shall be cleaned and disinfected before any persons are allowed to enter and after any such persons leave the Property. More information on cleaning and disinfecting can be found in the C.A.R. Best Practices Guidelines/Prevention Plan for Showings (C.A.R. Document BPPP); **(iii)** A set of rules for agents and entrants will be posted at the entrance of the Property and be clearly visible; and **(iv)** No written materials or brochures describing, advertising, or marketing the Property can be available on the Property; and **(v)** Signer authorizes Broker or agent to electronically deliver this form and any updates to it, and the above information, including the BPPP, to all entrants.
5. **SIGNER REPRESENTATIONS:**
   - **A.** You understand that allowing access to the Property **(i)** may be dangerous or unsafe and **(ii)** could expose you or others to COVID-19. You are voluntarily allowing access to the Property;
   - **B.** To the best of your knowledge, you are not currently afflicted with COVID-19;
   - **C.** To the best of your knowledge, you have not knowingly, within the last 14 days, been in contact with someone afflicted with, COVID-19;
   - **D.** 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;
   - **E.** You understand that persons may be afflicted with COVID-19 and: **(i)** not exhibit symptoms, **(ii)** not be aware that they are afflicted or **(iii)** may not voluntarily agree to disclose their condition, and;
   - **F.** **You will inform Broker if, after the date this document is signed, there is a change in your health condition or knowledge that potentially puts others at risk or invalidates the representations made in this document.**
6. **MINOR OCCUPANTS:** Adult Signers acknowledge and agree that all Signer acknowledgments and Signer representations apply equally to any minors occupying the property as they do to Signer. All minors occupying the property shall be identified in paragraph 7.
7. **EXCEPTIONS TO REPRESENTATIONS AND ADDITIONAL TERMS:** _____
8. **AGREEMENT, DECLARATION AND ASSUMPTION OF RISK:** 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, of allowing someone to enter the 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, you, the Signer, the person allowing entry to the Property, acknowledge that you have read, understand, voluntarily agree to the foregoing, and have received a copy of this Coronavirus Property Entry Advisory and Declaration.

Hien Chi Truong (print name)
DocuSigned by: Hien Chi Truong (signature) 5B8D4B9AAD324BF...
Date 8/11/2020 | 10:00 PI
Person allowing entry: [X] Seller, [ ] Occupant

Pearlleen Truong (print name)
DocuSigned by: Pearlleen Truong (signature) 182324EF53D84D8...
Date 8/11/2020 | 10:14 P
Person allowing entry: [X] Seller, [ ] Occupant

(print name) (signature) Date
Person allowing entry: [ ] Seller, [ ] Occupant

(For record keeping purposes only)

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS SIGNED PEAD-S FORM. (The initials below are not required but can be used as evidence that the initialing party has received the completed form.)

Broker/Agent for Buyer (_____) Broker/Agent for Seller (RS) Seller X (HCT) X (PT)

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CORONAVIRUS PROPERTY ENTRY ADVISORY AND DECLARATION − SELLER/OCCUPANT (PEAD-S PAGE 1 OF 1)

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Mandatory Government Showing Requirements, including Best Practices Guidelines and Prevention Plan
(C.A.R. Document BPPP, 7/13/20)

All showings must comply with the applicable County COVID-19 Shelter-in-Place Order and the State COVID-19 guidelines published by California Departments of Public Health and Industrial Relations (Cal/OSHA) "COVID-19 INDUSTRY GUIDANCE: Real Estate Transactions" as updated on May 12, 2020.

⚠ Check Your City or County for More Restrictive Local Showing Rules

More restrictive rules regarding showings by a County or City must still be followed.

Prevention Plan

Brokerages must:

- Establish a written COVID-19 "Prevention Plan" to be followed by agents who show properties.
- Regularly evaluate compliance with the plan and document and correct deficiencies identified.

Unless otherwise specified, this entire document known as the "Mandatory Government Showing Requirements, including Best Practices Guidelines and Prevention Plan" is hereby adopted as Broker's "Prevention Plan."

Showing Rules for Listing and Buyer's Agents

1. Utilize virtual tours instead of in-person property showings whenever possible.
2. Do not hold "traditional" open houses or showings which are open to the general public on a walk-in basis. For all in-person visits, **(i)** agents must use an appointment or digital sign-in process to control the number of people in the house or property and **(ii)** the cleaning, social distancing and other government guidelines and best practices in the sections below shall be followed.
3. If you are going to hold a non-traditional "Open House" in compliance with government guidelines and these best practices, then any Open House signs and advertisements shall include a rider or express condition indicating that appointments or digital sign-in are required before entry.
4. Only one listing agent and one "buying party" are to be in a dwelling at the same time during a showing. A "buying party" may be more than one individual buyer and may include one agent for that party.
5. Show houses with occupants not present when possible. Sellers and tenants, in accordance with their legal rights, are to be advised that they should not be present within a dwelling at the same time as other individuals.
6. Agents conducting the showing should meet clients at the property and not drive the client to the property.
7. The listing agent must post the Posted Rules for Entry (C.A.R. Document PRE) at the entrance of the property. These Posted Rules for Entry or a link to them should be part of any online public and MLS listings.
8. Even though the client may have already been informed, real estate licensees should remind clients to maintain physical distancing during showings and to refrain from touching handles, switches, pulls, etc.
9. Real estate licensees or sellers/renters must open doorways or other areas of ingress and egress prior to in-person property showings to minimize clients touching surfaces. During a showing, introduce fresh outside air, for example by opening doors/windows, weather permitting, and operating ventilation systems.
10. All information must be delivered electronically. Discontinue providing handouts or other types of promotional or informational materials.

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Coldwell Banker, 28051 Greenfield Dr#A Laguna Niguel CA 92677 Phone: **(949)292-3900** Fax: **(949)249-2934** **28571 Rancho**
ROBERT SEWELL
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Cleaning and Disinfecting the Property and Sanitation Products

1. The agent who shows the property shall follow cleaning and disinfecting protocols and provide sanitation products unless otherwise agreed. Where possible, do not clean floors by sweeping or other methods that can disperse pathogens into the air. Use a vacuum with a HEPA filter wherever possible.
2. Real estate licensees should ensure shown properties have proper sanitation products, including hand sanitizer, face coverings and disinfecting wipes, for use by visitors as needed. No showing should take place if these products are not available to those entering the property.
3. Shown properties should have commonly used surface areas cleaned and disinfected before and after each showing. Examples of commonly used surface areas are counters, door and cabinet handles, key lock boxes, keypads, toilets, sinks, light switches, etc. Disinfect mobility and safety fixtures on the property such as handrails and banisters, door knobs and locks.
4. No showing may occur unless the property is cleaned and disinfected before and after each showing. Sanitizers must be recognized by the CDC as effective in combatting COVID-19 (e.g., at least 60% ethanol or 70% isopropanol).

Rules for Every Visitor

1. Prior to entering a property, all persons must have already signed a Coronavirus Property Entry Advisory and Declaration - Visitor form (C.A.R. Form PEAD-V) and delivered a copy of that signed form to the listing agent.
2. By signing the PEAD-V, the visitor is agreeing to both the Posted Rules of Entry (C.A.R. Document PRE) and this Prevention Plan or other plan adopted by the Broker. This is required of everyone entering the property including prospective buyers, agents, inspectors, appraisers, contractors, etc.
3. All visitors must maintain six feet of physical distance between unrelated persons.
4. All visitors must wear face coverings. For individuals with disabilities who cannot wear a face covering or face shield, the showing agent will engage in the interactive process with the individual to discuss any available reasonable accommodations.
5. All visitors must use hand sanitizer or wash their hands immediately upon entry.
6. All visitors must avoid touching knobs, faucets, toilets and toilet handles, light switches, garage door opener buttons, handles and pulls, alarm system controls, fan pulls, remotes, thermostats, switchboxes, gates and gate latches, window locks and sashes, pool coverings, and other such items.

Rules for Sellers

If current occupants are present and/or participate during the showings, in accordance with their legal rights, they should adhere to the same standards regarding physical distancing and property cleaning and disinfecting protocols and promote a safe environment for all persons present.

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