



CORONAVIRUS ADDENDUM/AMENDMENT

(C.A.R. Form CVA, 3/20)

The following terms and conditions are hereby incorporated in and made a part of or, as applicable, an amendment to, the Purchase Agreement or [ ] Other \_\_\_\_\_ dated \_\_\_\_\_ (the "Agreement") on property known as \_\_\_\_\_ ("Property") in which \_\_\_\_\_ is referred to as Buyer and \_\_\_\_\_ is referred to as Seller.

From time to time, events overtake the ability of the parties to a contract to allocate the risk of nonperformance. Such events are often addressed by a "Force Majeure Clause" allowing a party to suspend or terminate performance when circumstances which the parties could not have anticipated, or which are beyond their control make performance of the contract impossible or impracticable.

The current world-wide Coronavirus (COVID-19) pandemic has had unprecedented impacts on real estate transactions, including, but not limited to, travel restrictions, self-imposed and governmentally required isolations, and closures of both governmental and private offices required to fund, close and record real estate transactions.

Accordingly, in the event complying with the Close Of Escrow is not possible or practical as a result of unforeseen circumstances related to the COVID-19, such as Buyer's or Seller's inability to travel to sign documents, closings of or delays in related government and business services, including for example delays by or closing of lenders, title/escrow, county assessor/recorder, or otherwise (hereinafter "Unforeseen Circumstances") the Parties Agree as follows. All other provisions of the Agreement remain in full force and effect:

- 1. Buyer and Seller agree to postpone Close Of Escrow by up to 30 or \_\_\_\_ Days to accommodate Unforeseen Circumstances, after which either Party may cancel the Agreement and Buyer's deposit shall be returned to Buyer, minus fees and costs incurred by Buyer. No Notice to Buyer or Seller to Perform (C.A.R. Forms NBP and NSP) nor Demand to Close Escrow (C.A.R. Forms DCE) shall be required.
2. [ ] If checked: Buyer and Seller agree notwithstanding that Buyer may have removed their loan contingency, if Buyer's inability to fund their loan and Close Escrow is due to Buyer's loss of income from COVID-19 related issues, then either Party may cancel the Agreement and Buyer's deposit shall be returned to Buyer, minus fees and costs incurred by Buyer. No NBP or DCE shall be required.
3. [ ] If checked: Buyer and Seller agree to mutually cancel the Agreement and Buyer's deposit shall be returned to Buyer, minus fees and costs incurred by Buyer.
4. Other: \_\_\_\_\_

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept and have received a copy of the Addendum.

Date \_\_\_\_\_ Date \_\_\_\_\_
Buyer \_\_\_\_\_ Seller \_\_\_\_\_
Buyer \_\_\_\_\_ Seller \_\_\_\_\_

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