COVID-19 Showing Addendum to Exclusive Right to Sell Agreement

This is an addendum to the Exclusive Right to Sell Agreement entered into between _____ (hereafter referred to as "Seller") and _____ (hereafter referred to as "Brokerage") and listing agent regarding property located at _____ _____ (hereafter referred to as "listed property"). For purposes of this agreement, the term "Brokerage" includes its affiliated real estate agents and brokers.

Brokerage and Seller hereby agree as follows:

1. Due to the current COVID-19 pandemic, Seller acknowledges and assumes the risk of exposure to COVID-19 by allowing prospective purchasers/tenants, home inspectors, appraisers, real estate brokers and agents, photographers, and others entry to listed property. Seller agrees to conduct their own due diligence to investigate these risks and is not relying on Brokerage for advice or information on whether to allow access to others.
2. Seller agrees to employ precautions recommended by the CDC and the Ohio Department of Health to minimize exposure to themselves and others entering the listed property both before and after such access, including wiping down all surfaces, door handles, light switches, etc.
3. With respect to the marketing of the Seller's listed property, the Seller does ____ does not ____ authorize physical showings of the listed property to potential purchasers/tenants by either the Brokerage or agents of other cooperating real estate brokerages.
4. Seller does ____ does not ____ permit Brokerage to conduct an open house at listed property.
5. If Seller agrees to permit showings and/or open houses, Seller shall make every effort to leave listed property during these events. However, in the event this is not feasible, Seller agrees to follow the social distancing practices recommended by the Ohio Department of Health.
6. If Brokerage has a reasonable basis to believe the Seller is not employing the safe practices described in paragraphs (2) and (5), Brokerage is not required to show listed property or conduct an open house.
7. Seller agrees to notify Brokerage if any party occupying or entering the listed property has been exposed to, diagnosed with or quarantined as a result of COVID-19 or is experiencing flu-like symptoms of fever or shortness of breath. Seller further agrees that in any of these events, Seller agrees to withdraw listed property from the market until the end of the quarantine or the time period recommended by the CDC and Ohio Health Department.
8. In lieu of, or in addition to, the showing methods described above, Seller permits Brokerage to employ the following alternative methods to show the listed property to potential purchasers/tenants: (*check items that are permitted*)
   a. Video virtual tours _____
   b. Live streaming virtual tours _____
   c. Skype, Facetime, Zoom or other similar technology_____
   d. Other (indicate method) _____
9. Seller does ____ does not ____ permit the techniques authorized in Paragraph (8) to be utilized by cooperating agents affiliated with other real estate brokerages to facilitate showings of the listed property to prospective buyers/tenants.
10. In the event the Seller or any other occupants of listed property are exposed to or contracts COVID-19, Seller hereby agrees to release and to hold Brokerage, its agents, and employees harmless from any and all claims, losses, or damages related to their exposure, COVID-19 illness and or any other resulting condition related to COVID-19 allegedly caused by allowing entry to the listed property to the persons described in paragraph (1).
11. Any amendments to this agreement must be signed or initialed by both Seller and Brokerage. In the event of any conflict between this Addendum and the Exclusive Right to Sell Agreement, the terms of this Addendum shall control. All other terms of the Exclusive Right to Sell Agreement shall remain in effect. Any amendments to this agreement must be signed or initialed by both Seller and Brokerage.

_____		_____	
Seller Signature	Date	Brokerage Name	
_____		_____	
Seller Signature	Date	Authorized Agent/Manager	Date

This is not a state mandated form. This form has been developed by the Ohio REALTORS® for the sole use of members of the Ohio REALTORS®. The Ohio REALTORS® is not responsible for the use or misuse of this form or any changes made to it by others.

Copyright © 2020 Ohio REALTORS®