

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement or Other _____ dated _____ (the "Agreement") on property known as _____ in which _____ is referred to as Buyer and _____ is referred to as Seller OR This is an amendment to the already accepted Agreement. This amendment shall be deemed revoked unless within 3 or _____ Days after being Signed by the initiating Party it is Signed by the other Party and a Copy Delivered to the initiating Party or that person's Authorized Agent.

1. The current worldwide Coronavirus (COVID-19) pandemic has had unprecedented impacts on real estate transactions, because of, but not limited to, closures of both governmental and private offices and declarations of States of Emergency and so-called shelter-in-place or stay-at-home ("Stay Home") orders, among others ("Unforeseen Coronavirus Circumstance"). While the Agreement allocates risk as between the Parties by way of contingencies, covenants, and disclosures, it does not address the right of a Party to suspend or terminate performance when circumstances, which the parties could not have anticipated and are beyond their control, make performance of the contract impossible or impracticable.
2. This form is intended to contractually address an Unforeseen Coronavirus Circumstance. The Parties' agreement to this form is optional. It is not binding on either Party unless Signed by both. Its purpose is to reflect the Parties' (i) mutual obligation to deal fairly with each other and act in good faith to accomplish the purpose of the Agreement, and (ii) attempt to avoid any uncertainty that may otherwise exist as a result of the COVID-19 pandemic by resolving potential disputes by mutual agreement. **The Parties are advised to seek the advice and counsel of a qualified California real estate attorney.**
3. **Notice of Unforeseen Coronavirus Circumstance:**
 - A. If either Buyer or Seller is affected by an Unforeseen Coronavirus Circumstance, the affected Party shall Deliver to the other a Notice of Unforeseen Coronavirus Circumstance (C.A.R. Form NUCC). The NUCC shall identify and provide verification of the Unforeseen Coronavirus Circumstance which impacts the affected Party's ability to perform.
 - B. The NUCC is attached to this CVA form.

4. **Extension of Time (check 4A or 4B or both); Upon Delivery of the NUCC:**
 - A. **Extension of Time for Buyer to Remove Contingencies:** The time to remove the following contingencies, provided they have not already been waived or removed, shall be extended for 30 or _____ Days after Delivery of the NUCC: ALL CONTINGENCIES, OR, if checked, only: Loan, Investigation, Appraisal, Other _____. If, after this time, Buyer does not remove the applicable contingency because of the Unforeseen Coronavirus Circumstance, (i) either Party may cancel the Agreement by Delivering written notice of cancellation (C.A.R. Form CC) to the other and (ii) Buyer's deposit shall be returned to Buyer, minus fees and costs incurred by Buyer. A Notice to Buyer to Perform (C.A.R. Form NBP), as otherwise applicable, shall NOT (OR shall) be required before Seller may issue a CC.
 - B. **Extension of Time for Buyer or Seller to Close Escrow:** The Close Of Escrow date shall be extended for an additional 30 or _____ Days beyond the scheduled COE in the Agreement. If, after this time, the Buyer or Seller Delivering the NUCC is still unable to close escrow as a result of the Unforeseen Coronavirus Circumstance, (i) either Party may cancel the Agreement by Delivering written notice of cancellation (C.A.R. Form CC) to the other and (ii) Buyer's deposit shall be returned to Buyer, minus fees and costs incurred by Buyer OR Buyer's deposit shall be released to Seller if otherwise allowed in the Agreement. A Demand to Close Escrow (C.A.R. Form DCE), as otherwise applicable, shall NOT, (OR if checked shall) be required before either Party may issue a CC.
 - C. The following additional terms shall apply: _____

- OR 5. **IMMEDIATE Mutual Cancellation:** The Parties agree to cancel the Agreement at the time this amendment is Signed by all Parties and a Copy Delivered to each Party or Authorized Agent. Buyer's deposit shall be returned to Buyer, minus fees and costs incurred by Buyer. **This form CVA shall constitute irrevocable joint instructions to Escrow Holder to (i) cancel escrow file# _____ and, (ii) release the deposit as provided in this form without further instructions to the Parties, unless necessary to satisfy Escrow Holder regulatory requirements.**
 The following additional terms shall apply: _____

By signing below Buyer and Seller acknowledge that each has read, understands, has received a Copy of, and agrees to the terms of this Coronavirus Addendum Or Amendment.

Date _____ Date _____
Buyer _____ Seller _____
Buyer _____ Seller _____

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