

BGRS COVID-19 RIDER ADDENDUM

This Rider Addendum ("Addendum") amends that certain Purchase Agreement and Rider ("Agreement") dated _____, 20____, by and between _____ ("Seller") and _____ ("Buyer") (collectively "the Parties") for the property located at _____ (the "Property") herein the "Agreement."

The Parties recognize that government actions, mandated as a result of COVID-19 may impact real estate transactions due to travel restrictions, isolation/quarantine requirements and closure of offices/businesses including government and private offices that typically fund, close and record real estate transactions. As these circumstances arise, and potentially impact the duties of the Parties under the Agreement, the Parties agree as follows:

1. Buyer(s) shall:
 - (a) instruct anyone who will be given access to the Property on Buyer's behalf in order to inspect, test, and perform any other tasks (i.e. inspectors, agent and appraisers, etc. or "Buyer's Representatives") to wash their hands or use hand sanitizing products **prior to** conducting such tests/inspections and to wear gloves or clean any surface area that they touch (i.e. doorknobs, faucets, countertops etc.) inside the Property with sanitizing cleaning products to the extent practical;
 - (b) use reasonable efforts to limit access to the Property, to those necessary to perform tasks (i.e. inspections, appraisals and walk-throughs), in order to facilitate the transaction;
 - (c) not allow any non-essential individuals to access the Property (i.e., personnel that are not essential to facilitate the transaction, such as contractors, decorators, blind or window covering contractors, painters, etc.), absent the express written approval of the Seller;
 - (d) in those geographic areas where it is customary for Buyer to choose title providers and purchase owners' title insurance, make every effort to order title, to include any municipal record searches as soon as practical following execution of the Agreement and pay for those charges accordingly; and
 - (e) refrain from entering the Property and to notify the Seller as soon as reasonably possible if they or anyone who entered the Property on their behalf (i) have tested positive for COVID-19 or (ii) have come in contact with someone infected with COVID-19 or whom they suspect may be infected with COVID-19. In all events, Buyer will make a reasonable effort to find an alternative person to come to the Property to perform the necessary tests/inspections.
2. Seller shall notify Buyer(s) as soon as reasonably possible, in the event any person residing in or coming in direct contact with the interior of the Property tests positive for COVID-19 or is required to self-quarantine due to exposure to COVID-19.
3. The Parties further agree that:
 - (a) In the event that either Party cannot close on the date set forth in the Agreement as a result of a failure to perform that is directly attributable to the impact of COVID-19, the Party shall provide immediate written notice, as well as proof of the illness/quarantine mandate, to the other Party.
 - (b) The Party providing said notice shall take such measures to effect Closing as may be available (i.e. using mobile notaries, E-notarization (if allowed), or execution of Power of attorney or other such action acceptable to the lender or title provider). In the event the Closing date must be extended, the Parties agree it will be extended to a mutually agreeable date not longer than thirty (30) days from the original Closing date.
 - (c) Any costs associated with the extension of the Agreement due to financing commitment extensions or updates to title etc., shall be borne by the party requesting said extension unless otherwise agreed to by the Parties in writing.
 - (d) In the event the Buyer's title company is unable to close the sale of the Property due to any reason

directly attributable to the impact of COVID-19, Buyer agrees to allow Seller's title company/provider, to effect closing in a timely manner and Buyer will pay any/all additional costs, if any, associated with the transition of the title and closing services on Buyer's behalf.

- (e) Notwithstanding anything to the contrary in the Agreement, in the event the sale of the Property closes but the title and recording office, or other governmental agency, is unable to record the deed and related document due to the government closure of the county recorder's office as a result of COVID-19, the Parties agree to satisfy closing agents requirements as it relates to delayed document recording and insurability.
- (f) IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE AGREEMENT THIS ADDENDUM SHALL CONTROL, EXCEPT THAT IN THE CASE OF SUCH A CONFLICT AS TO THE DESCRIPTION OF THE PROPERTY OR THE IDENTITY OF THE BUYER OR SELLER, THE AGREEMENT SHALL CONTROL
- (g) This Addendum is meant to provide authorization as circumstances arise, and potentially impact the duties of the Parties under the Purchase Agreement. It is not meant to override any individual state statute or law, and in the event of any conflict between this Addendum in any individual state, Parties agree state law shall control.

The Parties herein acknowledge that they have read, understand, agree and accept the terms of this Addendum.

By and on behalf of the Buyer(s):

Buyer Signature

Buyer Signature

Buyer Name

Buyer Name

By and on behalf of the Seller

Seller Signature