ADDENDUM CV – Coronavirus Provisions

This Addendum is made part of the Offer to Purchase dated ________________________, made by _____________ (Buyer), with respect to the Property at ______________________________.

The Parties acknowledge this Offer occurs during a time when the spread of coronavirus may cause delays or render it impossible for one or more Parties to perform their contractual obligations in a timely manner.

Office Closures: Deadline Extensions. If a government entity, such as the Register of Deeds, or a settlement service provider, such as an inspector, lender, appraiser or title company, closes its offices and such closure makes it impossible for Buyer or Seller to perform under this Offer, then any outstanding Deadlines will automatically be extended for the duration of the closure for up to ______ days (if left blank) upon written notice by one Party to the other indicating the closure and its effect on the transaction. The costs associated with any delay or extension due to an unsatisfied contingency or provision will be the responsibility of the Party paying costs in the respective contingency or provision in the Offer, unless otherwise agreed to by the Parties in writing.

The Deadline extension ends upon written notice by one Party to the other alerting them of the office reopening.

Office Closures: Offer Termination. If the closure of the government or settlement service provider rendering a Party’s performance impossible continues for more than 30 days, this Offer shall terminate on the 31st day of such closure unless otherwise agreed to by the Parties in writing.

Coronavirus Precaution. If a person is subject to coronavirus self-quarantine or self-isolation as directed by a health care provider or the local health department, in accordance with the Wisconsin Department of Health Services self-quarantine, self-isolation and self-monitoring guidance at https://www.dhs.wisconsin.gov/covid-19/prepare.htm.

Coronavirus Precaution: Deadlines Extension. If Buyer or Seller is subject to a Coronavirus Precaution, then any outstanding Deadlines will be extended for up to ______ days (if left blank) upon written notice by one Party to the other of the Coronavirus Precaution.

Coronavirus Precaution: Access Delayed. Buyer and Buyer’s agents, inspectors, testers and appraisers (hereinafter “Visiting Parties”) shall not have access to the Property for up to ______ days (if left blank) upon written notice by Seller to Buyer of a Coronavirus Precaution, unless otherwise agreed to by the Parties in writing. The Parties are encouraged to make accommodations (e.g., power of attorney, electronic documentation, video) wherever possible. The costs associated with any delay or extension due to an unsatisfied contingency or provision will be the responsibility of the Party paying costs in the respective contingency or provision in the Offer, unless otherwise agreed to by the Parties in writing.

Hold Harmless. The undersigned agree to hold the listing Firm, cooperating Firm and their agents harmless from all claims for damages arising out of or relating to the coronavirus pandemic; the condition of the Property; entry into the Property by Visiting Parties; or the availability of the Property for showing or inspection.

CAUTION: Parties may need to consider an escrow agreement if the Parties wish to close and items of concern remain due to the lack of inspection, follow-up inspection, testing, etc. An attorney or the Parties should draft the escrow agreement.

READING: By initialing and dating below, each Party acknowledges they have received and read a copy of this Addendum.

(X) ___________________________________________ (X) ___________________________________________
(Buyer(s)) (Date) (Buyer(s)) (Date)
(z) ___________________________________________ (z) ___________________________________________
(Seller(s)) (Date) (Seller(s)) (Date)

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No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.