

COVID-19 Acknowledgement, Indemnity and Waiver Agreement

Property Address: _____

The undersigned signatory (“Seller”) to this COVID-19 ACKNOWLEDGEMENT, INDEMNITY AND WAIVER AGREEMENT (this “Agreement”) has engaged Keller Williams Realty Gold Coast (“KWRGC”) to assist the Seller in the sale or rental of Seller’s real property located noted above.

Seller acknowledges that there are serious health risks associated with COVID-19 (“COVID”), which have resulted in numerous government related mandates and shutdowns as a result of those health concerns.

Notwithstanding the foregoing, Seller desires to continue to work with KWRGC in an effort towards the ultimate sale and/or rental of the Property (the “Real Estate Services”), including without limitation, continuing to allow third parties to visit the Property with agents of KWRGC and continuing to interact with the Buyer Parties (as defined below).

Seller acknowledges and has been advised that KWRGC follows the CORONAVIRUS: THE Guide for REALTORS.

Seller acknowledges the potential risks associated with the Real Estate Services, as such risks relate to COVID.

Seller represents and warrants to KWRGC that he/she has not been diagnosed with COVID and/or expressed any signs of COVID at any time prior to the date of this Agreement, nor has Seller been in contact with any individual that has been diagnosed with COVID and/or expressed any signs of COVID at any time prior to the date of this Agreement.

Seller acknowledges that KWRGC has made no representation and cannot guarantee that are not, have not been, and are not going to be any individuals diagnosed with COVID and/or that have expressed and/or shown any signs of COVID at, in, or on the Property in connection with the Real Estate Services, including without limitation any buyer, or any other individual visiting the Property with the Buyer, including any KWRGC real estate agent (collectively, the “Buyer Parties”).

Seller acknowledges that any and all claims raised by any Buyer Party, agent, inspector, contractor or any other third party (collectively, “Other Parties”) relating to the risk of or illness from exposure to COVID-19 as a result of the Real Estate Services are solely attributed to the Seller, and shall in no event be attributed to KWRGC.

In consideration for KWRGC continuing to provide the Real Estate Services to Seller, on behalf of and at the request of Seller, Seller agrees as follows:

Seller agrees to release, protect, defend, indemnify, save and hold harmless KWRGC, and its agents, contractors, representatives, officers, directors, shareholders, members, employees, successors, parent companies, franchisor, assigns and/or affiliates (collectively, the “KWRGC Parties”), from and against any and all expenses, damages, claims, suits, actions, judgments, losses, costs and expenses whatsoever (including reasonable attorney’s fees, both those incurred in connection with the defense or prosecution of the claim and those incurred in connection with the enforcement of this Agreement), caused by, relating to, resulting from or arising out of: (A) an occurrence of COVID by: (i) Seller; (ii) any Buyer Party; (iii) any KWRGC Party; and/or (iv) any Other Party, claimed to be in connection with and/or as a result of the Real Estate Services; or (B) any exposure to COVID by: (i) Seller; (ii) any Buyer Party; (iii) any KWRGC Party; and/or (iv) any Other Party, claimed to be in connection with and/or as a result of the Real Estate Services.

Seller certifies that he/she is authorized to enter into this Agreement and acknowledges that it shall be binding upon Seller and each of his/her heirs and assigns.

Name of Seller[s]: date: _____
Name of Seller[s]: date: _____

COVID-19 Acknowledgment, Indemnity and Waiver Agreement

Property Address: _____

The undersigned signatory (the “Buyer”) to this COVID-19 Acknowledgment, Indemnity and Waiver Agreement (this “Agreement”) has engaged Keller Williams Realty Gold Coast (“KWRGC”) to assist the Buyer in the search of real property to ultimately purchase and/or rent.

Buyer acknowledges there are serious health risks associated with COVID-19 (“COVID”), which have resulted in numerous government related mandates and shutdowns as a result of those health concerns.

Notwithstanding the foregoing, Buyer desires to continue to work with KWRGC in an effort towards the ultimate purchase and/or rental of real property (the “Real Estate Services”), including without limitation, continuing to visit real property listings with agents of KWRGC and to interact with the Listing Parties (as defined below).

Buyer acknowledges and has been advised that KWR follows the CORONAVIRUS: THE Guide for REALTORS.

Buyer acknowledges the potential risks associated with the Real Estate Services, as such risks relate to COVID.

Buyer represents and warrants to KWRGC that he/she has not been diagnosed with COVID and/or expressed any signs of COVID at any time prior to the date of this Agreement, nor has Buyer been in contact with any individual that has been diagnosed with COVID and/or expressed any signs of COVID at any time prior to the date of this Agreement.

Buyer acknowledges that KWRGC has made no representation and cannot guarantee that are not, have not been, and are not going to be any individuals diagnosed with COVID and/or that have expressed and/or shown any signs of COVID at, in, or on any real property that Buyer visits with KWRGC in connection with the Real Estate Services, including without limitation the seller and the lessor, or any of such party’s family members, visitors and/or invitees (collectively, the “Listing Parties”).

Buyer acknowledges that any and all claims raised by any Listing Party, agent, inspector, contractor or any other third party (collectively, “Other Parties”) relating to the risk of or illness from exposure to COVID-19 as a result of the Real Estate Services are solely attributed to the Buyer, and shall in no event be attributed to KWRGC.

In consideration for KWRGC continuing to provide the Real Estate Services to Buyer, on behalf of and at the request of Buyer, Buyer agrees as follows:

Buyer agrees to release, protect, defend, indemnify, save and hold harmless KWRGC, and its agents, contractors, representatives, officers, directors, shareholders, members, employees, successors, parent companies, franchisor, assigns and/or affiliates (collectively, the “KWRGC Parties”), from and against any and all expenses, damages, claims, suits, actions, judgments, losses, costs and expenses whatsoever (including reasonable attorney’s fees, both those incurred in connection with the defense or prosecution of the claim and those incurred in connection with the enforcement of this Agreement), caused by, relating to, resulting from or arising out of: (A) an occurrence of COVID by: (i) Buyer; (ii) any Listing Party; (iii) any KWRGC Party; and/or (iv) any Other Party, claimed to be in connection with and/or as a result of the Real Estate Services; or (B) any exposure to COVID by: (i) Buyer; (ii) any Listing Party; (iii) any KWRGC Party; and/or (iv) any Other Party, claimed to be in connection with and/or as a result of the Real Estate Services.

Buyer certifies that he/she is authorized to enter into this Agreement and acknowledges that it shall be binding upon Buyer and each of his/her heirs and assigns.

Name of Buyer[s]: Date: _____
Name of Buyer[s]: Date: _____

Property Entry Acknowledgment and COVID-19 Disclosure

Property Location: _____

Entry date(s): _____

Seller(s), Property Owner(s), Seller Agent/Broker, Purchaser or Interested Person(s), Buyer Agent/Broker [referred to as “the Party”] disclose and confirm to the best of their knowledge the following:

- No party has been tested positive for Covid-19 [Coronavirus].
- No party has signs of suspected Covid-19 infection [symptoms include but not limited to fever, cough, shortness of breath, respiratory issues, etc.] in the past 14 days.
- No party has been in contact with any person in the past 14 days who has tested positive for Covid-19.
- No party is presently in quarantine due to Covid-19 exposure [self-quarantine and/or medical requirement] in the past 14 days.

The Parties acknowledge, to date, there is no property test kit available to detect COVID-19. The Parties are in agreement that Real Estate Agents/Brokers are not in the medical field and do not have sufficient background to determine the presence of COVID-19 Coronavirus.

The Parties acknowledge that no person can assert, guarantee or warranty the property, it’s surfaces or it’s person[s] are free of the presence of the COVID-19 Coronavirus.

Those who have provided access to their home and property for showings, and those who have accessed the property for personal or business interests, do so voluntarily assuming the risk of exposure and transmission of COVID-19 Coronavirus.

The Parties agree to execute this Access Acknowledgment Disclosure for each individual showing whereby the Purchaser or Interested Person(s) and their representative accesses the property, to include but not limited to: showing appointments, inspections, appraisals, photographers, and walk-throughs.

In the interest of health and safety, the Parties agree that should the above representations change prior to the scheduled entry, all Parties will be notified of the change.

Seller/Property Owner

Seller/Property Owner

Seller Agent

Purchaser/Buyer

Purchaser/Buyer

Buyer Agent

COVID-19 DISCLOSURE

On January 30, 2020, the World Health Organization (WHO) designated the novel coronavirus, COVID-19, outbreak as a Public Health Emergency of International Concern. On January 31, 2020, the United States Health and Human Services (HHS) Secretary declared a public health emergency for the entire United States and on March 7, 2020, Governor Andrew Cuomo declared a State disaster emergency for the entire State of New York (the “Emergency”). By Executive Order, Governor Cuomo has directed that all businesses shall utilize, to the maximum extent possible, any telecommuting or work from home procedures in order to reduce the in-person workforce at any work locations by 100%. Essential businesses or entities providing essential services or functions to an essential business are not subject to the in-person restriction to the limited extent necessary to provide such service or function.

Empire State Development (ESD) has determined that real estate services shall be conducted remotely for all transactions, including appraisals, inspections and other services necessary to complete a transfer of real property; provided that any services and parts therein may be conducted in-person only to the extent legally necessary and in accordance with appropriate social distancing. It may become necessary in limited circumstances for a real estate licensee, inspector, appraiser or other third party to access the Property. Such access raises the possibility of potential liability resulting from exposure to COVID-19. By agreeing to permit such parties to enter the Property or by agreeing to enter the property, all parties acknowledge there is an assumption of exposure to COVID-19 and any and all consequences and/or injury which may result from such exposure, including but not limited to, physical and/or psychological injury, pain, suffering, illness, temporary or permanent disability, death or economic loss. This disclosure will help you to make informed choices about access to the Property during the Emergency.

The undersigned hereby acknowledge receipt of this COVID-19 Disclosure Statement.

Seller/Buyer

Date

Print name

Seller/Buyer

Date

Print name

This form was provided by _____
Print Name of Licensee

of _____ Keller Williams Realty Gold Coast _____ a licensed real estate broker.
Print Name of Company, Firm or Brokerage