



THREE RIVERS ASSOCIATION OF REALTORS®
COVID-19 ADDENDUM/AMENDMENT
TO THE PURCHASE AND SALE AGREEMENT
This Contract is Intended to be a Binding Real Estate Contract



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The following terms and conditions are hereby incorporated in and made a part of or, as applicable, an amendment to, the Purchase Agreement or Other _____ Dated _____, 20____, (the “Agreement”) on property known as _____ (“Property”) in which _____ is referred to as Buyer and _____ is referred to as Seller.

From time to time, events overtake the ability of the parties to a contract to allocate the risk of nonperformance. Such events are often addressed by a “Force Majeure Clause” allowing a party to suspend or terminate performance when circumstances which the parties could not have anticipated, or which are beyond their control, make performance of the contract impossible or impracticable.

I. Except as modified by this Addendum, all of the terms and conditions contained in the Contract remain in full force and effect. In the event of any conflict between the terms and conditions of this Addendum and the terms and conditions of the Contract, the terms and conditions of this Addendum shall prevail. Capitalized terms used and not defined in this Addendum shall have the meaning given to such terms in the Contract.

II. In the event that (i) Buyer, (ii) Seller, (iii) a government entity reasonably necessary to effectuate the Closing (such as the Recorder of Deeds or a government entity responsible for assessing transfer taxes or issuing transfer stamps); or (iv) any of Buyer’s or Seller’s third-party service providers who provide services to Buyer or Seller, or their agents, and is necessary to effectuate the Closing (such as Buyer’s mortgagee, title company, escrow agent, or Buyer’s or Seller’s attorneys (“**Necessary Third Party**”) are delayed, hindered, or prevented from performing any act required under the Contract or reasonably necessary to effectuate the Closing, by reason of a government or Necessary Third Party closure, delay, or inability to perform because of the outbreak of COVID-19, then either Buyer or Seller may extend the Closing Date by up to _____ days (“**COVID-19 Extension**”) by providing written notice to the other party. In the event that either the Buyer or Seller cannot effectuate the Closing by reason of a government or Necessary Third Party closure, delay, or inability to perform because of an outbreak of COVID-19 by the end of the COVID-19 Extension, and the Parties are unable to agree on the terms, conditions, and length of any other or future extension(s), the Contract shall be null and void as of the end of the COVID-19 Extension, and the Earnest Money shall be returned to Buyer.

III. By signing below, Buyer and Seller each acknowledge that they have read, understand, accept and have received a copy of the Addendum/Amendment.

Date: _____ Date: _____

Buyer: _____ Seller: _____

Buyer: _____ Seller: _____

PROPERTY ADDRESS: _____