

**COVID-19 RELATED DELAY ADDENDUM TO CONTRACT OF SALE**

ADDENDUM dated \_\_\_\_\_, to Contract of Sale dated \_\_\_\_\_ between Buyer, \_\_\_\_\_ and Seller, \_\_\_\_\_ for Property known as \_\_\_\_\_.

The following provision supersedes any conflicting language in the Contract.

ACKNOWLEDGMENT: Buyer and Seller acknowledge and affirm that the COVID-19 virus and orders issued by federal, state and/or local authorities incident to the COVID-19 virus are impacting real estate transactions in extraordinary ways. The parties further acknowledge that pursuant to Executive Order(s), Maryland is currently operating under a declaration of a “State of Emergency.”

In the event that complying with the terms of the Contract is not possible due to conditions that were unforeseen on the Effective Date of this Contract directly incident to and proximately caused by circumstances related to COVID-19, the parties agree to the following:

NOTE: For purposes of this Addendum, a “**COVID-19 Related Delay**” shall be defined as follows:

- (a) Buyer’s or Seller’s inability to travel to sign document due to either civil orders restriction travel, or Buyer or Seller being subject to any voluntary or mandatory quarantine when the requirements of Closing cannot be accommodated by remote or electronic or alternate signature process;
- (b) The COVID-related hospitalization of Buyer, if an individual, or if the Buyer is an entity, the hospitalization of the authorized officer or member or partner with sole signatory power for said entity;
- (c) Closings of government offices or business services (such as Buyer’s title company), or access to public land records, or the closure of other businesses directly and necessarily involved in the sale described in the Contract of Sale;
- (d) A similar unforeseen impediment directly related to the COVID-19 pandemic, exclusive of a financial obligation that is outside the reasonable ability of the parties to foresee or to control. It is expressly agreed that, notwithstanding any provision of this Addendum, that the Addendum is of no application, force or effect, or applicable to any claim by Buyer that Buyer’s ability to meet its monetary obligations under the Contract of Sale is may be excused by any claim of **COVID-19 Related Delay(s)**.

1. EXTENSION OF TIMEFRAMES. Upon receipt of written notice by Buyer of an assertion of a **COVID-19 Related Delay** (as defined below), Buyer and Seller each agree to extend all timeframes in the Contract by \_\_\_\_ days after the end of the specific **COVID-19 Related Delay(s)**, except that the Closing Date shall not be delayed except as provided in Section 2 herein.
2. RIGHT TO TERMINATE. Should the **COVID-19 Related Delay** extend  10 OR  30 OR  Other \_\_\_\_\_ Days after the Closing or Settlement Date identified in the Contract of Sale, the Seller, upon written notice to the Buyer, may declare the Contract null and void and of no further legal effect. In the event of such termination by Seller, the Deposit shall be refunded to the Buyer.

All other terms and conditions of the Contract of Sale remain in full force and effect.

Buyer Signature			Seller Signature		
	Date			Date	
Buyer Signature			Seller Signature		
	Date			Date	