

## COVID-19 ADDENDUM

### ADDENDUM TO EARNEST MONEY CONTRACT BETWEEN THE UNDERSIGNED PARTIES CONCERNING PROPERTY AT

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(Street Address and City)

1. Notwithstanding conflicting provisions in this Contract, the parties agree that if either party cannot perform that party's obligations because of a Pandemic Related Issue, as that term is defined below, all dates in this Contract, including but not limited to the Effective Date and the Closing Date, will be tolled or suspended for \_\_\_ days ("Tolled Period"). A party may begin the Tolled Period by giving written notice to the other party of the action that has become impossible, along with reasonable evidence of the reason the action is impossible, and why it is impossible to continue performance under the Contract ("Notice of Delay"). Unless the party receiving the Notice of Delay objects in writing within 48 hours of receiving the Notice of Delay, the Tolled Period shall begin. If a party objects, the party requesting the tolling shall have 48 hours to terminate this Contract. If the contract is not terminated both parties shall be obligated by its terms with no tolling.
2. If, after the Tolled Period has elapsed, either party or an Indispensable Party, as defined below, cannot perform required duties or obligations within the tolled dates due to a Pandemic Related Issue, either party may terminate this Contract by providing written notice to the other party and upon termination both parties shall be released from performance under this Contract and the earnest money will be refunded to Buyer. A Pandemic Related Issue shall include any issue, directly or indirectly related to the SARS-CoV-2 (COVID-19) pandemic which causes a party to this Contract to be unable to fulfill that party's obligations under this Contract and shall include, but not be limited to, a voluntary or involuntary quarantine or shelter-in-place order which prevents or makes it impossible for the Buyer or Seller, or an indispensable third party, which shall mean a third party whose work product is required to complete the transaction such as a title company, lender, inspection company, surveyor, appraiser or law firm (an "Indispensable Party") to perform its required duties.
3. The parties will use best efforts to use remote services to perform

obligations under this contract if those services are not available in person because of a voluntary or mandatory COVID-19 virus quarantine or closure.

**This addendum has been prepared by Hancock McGill & Bleau for use by its clients. It has not been reviewed or approved by the Texas Real Estate Commission or the Texas Association of Realtors. Buyers and Sellers are advised to consult with an attorney before signing. Hancock McGill & Bleau disclaim any liability for damages caused to any parties who use this form.**

**Seller:**

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**Buyer:**

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