

**“Before using this Addendum, you should consult your own legal counsel as circumstances will differ greatly and parties are going to have to agree on a case by case basis.”**



**ADDENDUM to REAL ESTATE PURCHASE AGREEMENT  
(Force majeure – COVID-19)**

The following provisions are part of the Offer to Purchase Real Estate and Acceptance by and between

\_\_\_\_\_ (BUYER) and

\_\_\_\_\_ (SELLER) for

\_\_\_\_\_ Ohio

(the "Property") executed on \_\_\_\_\_ (the "Agreement"). The parties hereby agree as follows:

1. If SELLER or BUYER's performance under the Agreement is either delayed or prevented due to unanticipated forces ("Unanticipated Forces") as herein defined, then the parties agree that the terms of this Addendum shall apply.

"Unanticipated Forces" shall be defined as circumstances arising or resulting from the global COVID-19 pandemic, i.e., a "force majeure" beyond the control of the parties, including any federal, state, or local governmental law, regulation or action, including without limitation business and governmental office closures, shutdowns, loss of income relating from closures or shutdowns, and travel bans.

2. A party shall promptly notify their real estate agent (or the other party directly if they are not represented by a real estate brokerage) in writing if Unanticipated Forces require the Agreement to be modified or terminated.
3. Thereafter, requests for modifications to the Agreement necessitated by Unanticipated Forces shall be made in writing by the party making the request, and may include without limitation modifications in date(s) for (a) BUYER securing written loan commitment; (b) BUYER'S completion of specific inspections and/or the time for the parties' agreement as to repairs, if applicable under the Agreement; (c) deposit of funds and documents with the Escrow Agent, as defined in the Agreement; and/or (d) recording of the deed.
4. If the parties cannot agree in writing about modifications to the Agreement within three (3) days following delivery of the request for modification, then either party may elect to terminate the Agreement, whereupon the parties shall execute a mutual release between them, further release all real estate professionals involved in the Agreement from any and all obligations under the Agreement, and direct all deposits, if any, to be returned to the party who made them.

The parties understand and agree that by law Ohio real estate licensees may not provide legal advice. Accordingly, the parties agree to consult with their independent legal counsel before executing this Addendum if they have questions of law. This Addendum supersedes any conflicting terms of the Agreement. There are no other agreements or understandings between the parties in respect to the subject matter hereof.

BUYER:

SELLER:

BUYER:

SELLER:

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_