

Guam Association of REALTORS®

COVID-19 Hold Harmless and Release Agreement – SELLER/LANDLORD

This **COVID-19 Hold Harmless and Release Agreement** (this “**Release**”), entered on the _____ day of _____, _____, is between _____

(the “**Seller/Landlord**”) and _____ (the “**Broker/Agent**”). Seller/Landlord and Broker/Agent are sometimes individually referred to as a “**Party**” and collectively as the “**Parties.**”

Background

- A) Seller/Landlord is the owner of residential, land, or commercial property located at _____ (the “**Property**”) for which Seller/Landlord has listed for sale or rent and that it wishes to continue to market for sale or rent and allow positive buyers or tenants to visit.
- B) Broker has or may have customers or clients who want to visit the Property for the purpose of evaluating whether they wish to make an offer to purchase or lease it.
- C) The Parties acknowledge the existence of the COVID-19 virus, also known as the novel Coronavirus (the “**Virus**”), and the potential exposure that could occur from Broker or one of its sales associates showing the Property.
- D) The Virus is extremely contagious, and the Governor of Guam has issued a Declaration of Public Health emergency under Executive Order 2020-05 and subsequent orders.
- E) The Center for Diseases Control has recommended to stay at home whenever possible.
- F) Real estate agents, including those associated with the Broker, have been defined as “essential workers” and are therefore exempt from the Stay at Home directives under certain circumstances and conditions.
- G) The Parties wish to enter into an agreement to hold each other harmless for any injury or illness resulting from the Property being shown to prospective buyers or tenants and/or their agents.

Accordingly, the Parties agree as follows:

Hold Harmless and Release

- 1) The Parties acknowledge that the Virus is highly contagious, and person to person contact may lead to an increase risk of exposure to the Virus.
- 2) The Parties acknowledge that the Properties are a venue, place, source, or location whereby an individual may be exposed to the Virus.
- 3) The Parties further acknowledge that despite efforts to practice responsible distancing, close person to person contact with one another is possible and therefore the Parties understand that they may face an increased risk of the transmission of the Virus.
- 4) The Parties acknowledge that despite efforts to practice responsible sanitation, the Virus is easily transferred between individuals via contaminated surfaces including pens and documents. Accordingly, the Parties accept responsibility for the handling, touching and signing of documents in manner that they believe is safe.
- 5) The Parties recognize that exposure to the invisible Virus is difficult to predict, and challenging to safeguard against, and the consequences of becoming infected are serious and sometimes devastating.
- 6) The Parties acknowledge that any viewing/showing, meeting, inspection, and/or face to face discussion are undertaken by them **voluntarily** and with full knowledge of the potential risks that may exist.



- 7) The Parties shall hold harmless the other, and their respective employees, agents, representatives, and related third parties, for exposure to the Virus and resulting injury or illness resulting from being shown Properties by Broker or one of its sales associates.
- 8) The Parties shall release and waive any claims they may have against the other arising from exposure to the Virus and resulting injury or illness.
- 9) Seller/Landlord shall indemnify Broker and its agents, employees and representatives against any claim by prospective buyers or tenants, REALTORS®, or any related third parties, for any and all damages., whether economic, health-related or otherwise, resulting from exposure to the Virus potentially related to visiting the Properties or interaction with the Broker or its agents.
- 10) In the event of any cause of action or claim asserted by a party to this Agreement or a third party, Seller/Landlord shall provide Broker with timely notice of such claim, dispute, or notice. Thereafter, the Seller/Landlord shall, at its own expense, faithfully and completely defend and protect the Broker against any and all liabilities arising from the claim, cause of action, or notice.

To evidence the parties' agreement to this Release, they have executed and delivered it on the date set forth in the preamble.

Seller(s)/Landlord(s):

By: _____

Name: _____

By: _____

Name: _____

Date: _____

Broker/Agent:

Company: _____

By: _____

Agent: _____

Date: _____

Reviewed by Broker:

Company: _____

By: _____

Broker: _____

Date: _____

