

MUTUAL AGREEMENT, RELEASE & HOLD HARMLESS



We, the undersigned potential buyers, sellers, listing agent and selling agent, hereby agree as follows:

Seller, _____ (“Seller”) has listed the property located at _____ (“Property”) with _____ (“Listing Agent”) as agent for _____ (“Listing Company”).

Buyer, _____ (“Buyer”) is being represented by _____ (“Selling Agent”) as agent for _____ (“Selling Company”) and is interested in viewing and potentially making an offer on the Property .

We, Buyer, Seller, Listing Agent and Selling Agent, each understand there are inherent risks associated with the COVID19 virus (the “Virus”). Seller acknowledges and understands the risks associated with having the Property opened for Buyer to view the Property, including the risk that Buyer may be infected by and may contaminate Property with the Virus. Buyer, Selling Agent and Listing Agent understand the Property may contain the Virus and Buyer, Selling Agent and Listing Agent may come in contact with the Virus when in the Property.

All visitors to the Property understand that in order to avoid issues related to the virus they are encouraged to do the following:

- Practice “social distancing” while in the Property.
- Wear new latex-free gloves when in the Property and limit any touching of the Property as much as possible.
- Wear face masks or face coverings as recommended by the Center for Disease Control and Prevention.
- Wash their hands with soap and water for 20 seconds after they leave the Property.
- If any visitors to the Property have exhibited any potential signs of having the Virus, do not enter the Property until such time as the visitor’s symptoms have not been present for over 14 days.

The Sellers understand that in order to avoid issues related to the virus they are encouraged to do the following:

- Disinfect all surfaces any visitors may have touched during the visitors’ viewing of the Property.
- If the Seller exhibits any potential signs of having the Virus, do not allow any more visitors in the Property.

We, the undersigned, agree to release and hold harmless each party hereto for any loss, damage, risk or health issues associated with the Virus. We also agree to hold the brokerages and their agents harmless from all claims for damages arising out of or relating to this Virus; the condition of the Property; entry into the Property by the Visitors; any person accompanying the Visitors, or any agent or third party entering the Property on the Visitors behalf; or the availability of the Property for showing or inspection.

BUYER: _____

BUYER: _____

Date: _____

Date: _____

SELLER: _____

SELLER: _____

Date: _____

Date: _____

LISTING AGENT: _____

SELLING AGENT: _____

Date: _____

Date: _____

Any additional visitors to the Property must also sign this form.

This form was prepared and provided as a member service by the Kentucky REALTORS®. This form is restricted to use by its members. This is a legally binding contract. If not understood, seek independent legal advice from an attorney.