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If you do not understand it, consult your attorney.
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Form: COVID-19 NOTICE 03/20

**PARAGRAPH 11. GOVERNMENTAL INSPECTIONS
AND OCCUPANCY REQUESTS NOTICE (COVID-19)**

1 SALE CONTRACT DATE: _____ PROPERTY: _____

2 SELLER(S): _____

3 BUYER(S): _____

4 In the event of any conflict between this Notice and the Sale Contract, the terms of this Notice shall control. All other terms
5 and conditions of the Sale Contract not expressly modified herein remain unchanged. This Notice may be executed
6 electronically, in counterparts, and via facsimile and electronic mail and may only be modified in writing signed by Buyer
7 and Seller.

8 By their signatures below, Buyer and Seller agree to hold harmless from liability any real estate broker and licensee
9 participating in this transaction arising in connection with the failure of any governmental inspection or occupancy request.

10 **PART A:** Seller notifies Buyer that Seller is unable to perform or complete any required compliance inspection (or re-
11 inspection) as outlined in paragraph 11 of the Sale Contract (“inspection”) because of a government imposed inspection
12 restriction or the refusal by any governmental entity to act timely as a result of COVID-19.

13 Seller further notifies Buyer that: **(check applicable boxes)**

14 Only a partial inspection has been performed: **(check applicable box)**

15 Seller agrees to complete required repairs from a partial inspection and provide Buyer with paid receipts and lien
16 waivers, if applicable, for all work performed.

17 Seller chooses NOT to correct any requirements of the partial inspection.

18 No inspection could be performed.

19 The inspection requirements under paragraph 11 have been waived by the governmental authority in question.

20 If requested by Buyer, Seller agrees to provide proof of denial or waiver of inspection by the governmental authority in
21 question.

22 _____
23 SELLER SIGNATURE DATE SELLER SIGNATURE DATE

24 **PART B:** Buyer is advised to contact the appropriate governmental authority and satisfy himself to the inspection and
25 occupancy requirements. If assistance is needed, Buyer is advised to contact an attorney.

26 Buyer chooses the following options: **(check applicable boxes)**

27 After Closing and within 30 days of the governmental authority resuming the inspection process, Buyer at Buyer’s
28 expense agrees to order any required inspection(s) and notify Seller of any inspection requirements within 5 days of
29 receiving such inspection report. Upon receipt of the inspection report, Seller agrees to promptly order and pay for any
30 required repairs. Seller shall have no obligation to correct any repairs if this inspection is not timely performed and/or the
31 requirements timely provided to Seller.

- 32 After Closing, Buyer agrees, at Buyer's expense, to assume responsibility for ordering any additional inspection(s),
 33 completing any additional inspection requirements and obtaining an occupancy permit (if required).
- 34 Buyer agrees to complete the partial inspection requirements at Buyer's expense, and assume responsibility for ordering
 35 any additional inspection(s), completing any additional requirements and obtaining an occupancy permit (if required).
- 36 Buyer acknowledges this waiver, agrees to proceed without said inspections and further agrees to hold Seller harmless
 37 for any related violations unless otherwise known by the Seller.
- 38 Seller to pay at Closing \$_____ (\$0 if none stated) towards Buyer's closing costs, prepaids, points and other fees
 39 allowed by lender. Buyer shall consult with its lender as any monetary adjustment may affect the terms of Buyer's loan.
- 40 Buyer is terminating the Sale Contract with earnest money to be returned to Buyer, subject to paragraph 12.

41 _____
 42 BUYER SIGNATURE DATE BUYER SIGNATURE DATE

43 **PART C:** Unless Buyer elects to terminate the Sale Contract as indicated above, Seller responds as follows:
 44 **(check applicable box)**
 45

- 46 Seller accepts Buyer's proposal. (The contingency is resolved.)
 47 Seller rejects Buyer's proposal.
 48 Seller rejects Buyer's proposal and makes the following counter proposal to Buyer:
 49 _____
 50 _____

51 _____
 52 SELLER SIGNATURE DATE SELLER SIGNATURE DATE

53 **Buyer responds as follows: (check applicable box)**
 54

- 55 Buyer accepts Seller's rejection without satisfaction of Buyer's request. (The contingency is resolved.)
 56 Buyer accepts Seller's counterproposal. (The contingency is resolved.)
 57 Buyer does not accept Seller's counterproposal. Buyer is terminating the Sale Contract, with earnest money to be
 58 returned to Buyer, subject to paragraph 12.

59 _____
 60 BUYER SIGNATURE DATE BUYER SIGNATURE DATE