



## COVID-19 ACKNOWLEDGMENT, INDEMNITY AND WAIVER AGREEMENT

Seller and/or legal representative (“Seller”) is the owner and/or legal representative of the property located at \_\_\_\_\_ (“Property”).

Seller acknowledges that there are serious health risks associated with COVID-19 (“COVID”), which have resulted in numerous government related mandates and shutdowns as a result of those health concerns.

Notwithstanding the foregoing, Seller desires to host a Showing at the Property in an effort towards the ultimate sale of the Property in accordance with the listing agreement entered into between Seller and Keller Williams Realty Landmark 2 (“KWL2”) dated \_\_\_\_\_ (“Showing”).

Seller acknowledges the potential risks associated with participating in and/or hosting a Showing as it relates to COVID.

Seller acknowledges and has been advised that KWL2 follows the “CORONAVIRUS: THE Guide for REALTORS.”

Seller acknowledges that no individual diagnosed with COVID and/or expressing and/or exhibiting any signs of COVID have been at, in or on the Property within ninety (90) days of the signing of this Covid-19 Acknowledgment, Indemnity and Waiver Agreement (this “Agreement”), including without limitation Seller, or any of Seller’s family members, visitors and/or invitees (“Seller Guests”).

Seller acknowledges that any and all claims raised by potential buyers, agents, inspectors, contractors, invitees or visitors at the Property relating to the risk of or illness from exposure to COVID-19 as a result of the Showing (“Showing Guests”) are solely attributed to the Seller, and shall in no event be attributed to KWL2.

In consideration for KWL2 participating in making an appointment for the seller to Show their property directly to the buyer, Seller agrees as follows:

Seller agrees to release, protect, defend, indemnify, save and hold harmless KWL2, and its agents, contractors, representatives, officers, directors, shareholders, members, employees, successors, parent companies, franchisor, assigns and/or affiliates (collectively, the “KWL2 Parties”), from and against any and all expenses, damages, claims, suits, actions, judgments, losses, costs and expenses whatsoever (including reasonable attorney’s fees, both those incurred in connection with the defense or prosecution of the claim and those incurred in connection with the enforcement of this Agreement), caused by, relating to, resulting from or arising out of: (A) an occurrence of COVID by: (i) Seller; (ii) any Seller Guests; and/or (iii) any Showing Guests claimed to be in connection with and/or as a result of the Showing; or (B) any exposure to COVID by: (i) Seller; (ii) any Seller Guests; and/or (iii) any Showing Guests claimed to be in connection with and/or as a result of the Showing.

Seller certifies that is authorized to enter into this Agreement and acknowledges that is shall be binding upon Seller and each of his/her/their heirs and assigns.

Name of Seller (or Seller’s Authorized Representative): \_\_\_\_\_

Name of Seller (or Seller’s Authorized Representative): \_\_\_\_\_

Date: \_\_\_\_\_