



COVID-19 Addendum

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TO CONTRACT CONCERNING THE PROPERTY AT

2107 N PALM CA PASADENA TX 77502
(Street Address and City)

- A. Automatic Delay: Notwithstanding any other provisions of the contract, Seller and Buyer agree that in the event the closing as defined in Paragraph 9 of the contract is not able to be performed due to a voluntary or mandatory SARS-CoV-2 (COVID-19) virus quarantine or closure, either party may, by providing notice to the other party, extend the Closing Date for a period of thirty (30) days. If any portion of the closing is still not able to be performed upon the expiration of the extension, either party may, by providing notice to the other party, terminate the contract without any further liability to the other party, and the earnest money will be refunded to Buyer.
B. Seller and Buyer agree, notwithstanding that Buyer may have removed their financing contingency, that if Buyer is not able to fund their loan and close due to Buyer's loss of income from COVID-19 related issues, then either party may terminate the contract and earnest money will be refunded to the Buyer.
C. The parties will exercise best efforts to utilize remote services to perform obligations under the contract that otherwise cannot be performed in person due to a voluntary or mandatory COVID-19 virus quarantine or closure.

Buyers and Sellers are advised to CONSULT AN ATTORNEY BEFORE SIGNING. Texas Real Estate Commission rules prohibit real estate license holders from giving legal advice. This addendum is not a mandatory Texas Real Estate Commission form.

NOTE: This addendum changes the obligations of the Buyer and Seller as follows: (1) possible extension of the Closing Date in Paragraph 9 of the contract; and (2) possible termination of the contract beyond terms provided in Paragraph 2 of the Third Party Financing Addendum.

Buyer Date Seller Date
Buyer Date Seller Date

Model COVID-19 Certification for Property Access



Property Address: 2107 N. PALM Ct. Pasadena TX 77502 Date of visit: _____, 2020

Seller(s): MARCUS & MARILYN OLIVER

Listing Agent(s) Present: _____

Potential Buyer(s) Present: _____

Buyer Agent(s) Present: _____

Other Individual(s) Present: _____ Role*: _____

*Inspectors, appraisers, contractors or other transaction service providers.

Seller authorizes access to the property to the individual(s) who have signed below.

Each person listed above certifies that to the best of his or her knowledge neither they, nor a member of their household with whom they live, nor a person with whom they work with closely:

- 1. Has experienced any cold or flu-like symptoms in the previous 14 days (fever, cough, sore throat, respiratory illness, difficulty breathing).
2. Is currently diagnosed with COVID-19.
3. Has a test pending for COVID-19.
4. Is currently under quarantine due to COVID-19 concerns.
5. Has had contact in the previous 14 days with someone diagnosed with COVID-19.
6. Has had contact in the previous 14 days with someone who had contact with someone diagnosed with COVID-19.
7. Has traveled in the previous 14 days to anywhere designated as having widespread ongoing transmission by the Centers for Disease Control.

This certification does not create any legally binding contract or enforceable obligation nor modify any right or obligation in an existing contract.

EACH SELLER(S) AND INDIVIDUAL(S) INTENDING TO ACCESS THE PROPERTY MUST SIGN AND PRINT YOUR NAME TO INDICATE YOUR CERTIFICATION OF ALL OF THE ABOVE:

Signature

Printed Name

Blank lines for signature and printed name.

Model COVID-19 Certification for Property Access



Property Address: 2107 N PALM CT PASADENA TX 77502 Date of visit: _____, 2020

Seller(s): MARCUS & MARLU OLIVAR

Listing Agent(s) Present: _____

Potential Buyer(s) Present: _____

Buyer Agent(s) Present: _____

Other Individual(s) Present: _____ Role*: _____

***Inspectors, appraisers, contractors or other transaction service providers.**

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4. Is currently under quarantine due to COVID-19 concerns.
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EACH SELLER(S) AND INDIVIDUAL(S) INTENDING TO ACCESS THE PROPERTY MUST SIGN AND PRINT YOUR NAME TO INDICATE YOUR CERTIFICATION OF ALL OF THE ABOVE:

Signature	Printed Name
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____



REALM DISCLOSURE AND BROKER SERVICE FEE

- I. REALM Real Estate Professionals often recommend or utilize companies providing the following services: title, insurance, mortgages, home inspections, home warranties, as well as other industry professionals. REALM hereby advises you that it may receive compensation in connection with your real estate transaction from some of these settlement providers for services rendered in accordance with applicable State and Federal Law. If you prefer to select your own provider for any or all of these services, you are welcome to do so. In that event, please notify your agent so there will be no duplication of services.
- II. Over the past several years, federal guidelines for consumer disclosure, statutory requirements of the state of Texas, legal responsibility, and expanded documentation of the real estate transaction have increased considerably. These disclosures are a result of the need to protect both the buyers and sellers. The increased cost of disclosure, documentation, and record storage make it necessary to implement an administrative fee in the amount of **\$95** per sale payable to REALM Properties LLC. at the time closing.

Your agent will be covering the cost of this fee to keep these records for you in the future. We will keep a copy of these documents for a period of at least 4 years.

X

Client Name

Client Name

X

Client Name

Client Name

X

Date Signed

Date Signed



Information About Brokerage Services

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Realm Properties, LLC	526923	askthebroker@realmpro.com	(281)870-0000
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Eric S. Reed	502642	askthebroker@realmpro.com	(281)870-0000
Designated Broker of Firm	License No.	Email	Phone
Stacy Hedrick	574547	stacyhedrick@realmpro.com	(832)419-3199
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
MARIA A. SALINAS	670137	mayastep101@gmail.com	(832)389-0534
Sales Agent/Associate's Name	License No.	Email	Phone
Buyer/Tenant/Seller/Landlord Initials		Date	

Regulated by the Texas Real Estate Commission

TAR-2501

REALM Real Estate Professionals, 22530 Tomball Parkway Houston TX 77070

Stacy Hedrick

Information available at www.trec.texas.gov

IABS 1-0 Date

Listing Class

Phone: 8324193199

Fax: 2813777380

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com



810 Hwy 6 S #100
Houston, Texas 77079
Phone: 281-870-0000
Fax: 281-870-9995

THIS IS A LEGALLY BINDING BUYER REPRESENTATION AGREEMENT.
IF YOU DO NOT UNDERSTAND IT, PLEASE CONSULT A COMPETENT ATTORNEY.

Dated: May 19, 2020

Gentlemen:

I want to engage the services of your company to help me find and purchase a piece of property. This engagement is to last _____ days, and this time may be extended by mutual consent. I want your company to represent me as my agent and to look out for my best interest in property searches, offers to purchase, negotiations, opinions of value, expressions of opinions on the condition of the property, the provision of a list of available experts, and any other aspects of the purchase of real estate normally performed by an agent for the purchaser. I understand that your company may represent other buyers for properties similar to or identical to the type of property that I am interested in purchasing. I understand that if you are not representing me, then you must represent the Seller!

As consideration for your providing these services, I agree to compensate you as follows (check the appropriate boxes):

I will pay you a non-refundable fee in the amount of \$ _____ as total payment for your services.

In order to allow my agent MARIA SALINAS of REALM Realtors to spend the required time to search available resale listings, new home builders available inventory, provide advice, market analysis and keep abreast of new listings and new homes being constructed, as well as the services mentioned above, I agree to work exclusively with MARIA SALINAS to find me/us a property for a period of 90 days. I further agree that if I purchase a property offered by a seller, whether the property is a resale home, raw land, commercial property or a new home offered by a builder, who is offering commission to a selling agent, this commission is to be paid to REALM Realtors. In addition, this agreement covers all property which you have shown me and which I contract to purchase within one year from the date of this agreement. Any excess compensation offered by the seller or the seller's broker shall also be retained by the Company.

This agreement covers property in Harris, Montgomery, Galveston and Fort Bend Counties.

I understand that you have a number of associates working in your company, any one of whom may represent you in the conduct of this agreement. Also, one of your associates has explained the principles of agency to me, and I consent to having your company and associates act in an intermediary capacity on properties listed by your company. I acknowledge receipt of "Information About Brokerage Services" brochure.

Initialed by Broker/Associate [Signature] Signed by Client [Signature]

Signed by Client [Signature]