



# NEW MEXICO ASSOCIATION OF REALTORS®



## CORONAVIRUS ADDENDUM/AMENDMENT TO LISTING AGREEMENT – 2020

**⚠ This form is provided as a courtesy; it is not required to be used. The parties acknowledge that this situation is evolving daily; accordingly, this addendum is subject to any federal, state or local directives that override or alter applicable law, in which case to the extent practical this amendment shall be automatically amended so as to conform with federal, state or local directives as they become effective.**

The following terms and conditions are hereby incorporated into and made part of the Listing Agreement dated: \_\_\_\_\_, 20\_\_\_\_ between \_\_\_\_\_ (“Brokerage”) and \_\_\_\_\_ (“Seller”) and relating to the following Property:

Address \_\_\_\_\_ City \_\_\_\_\_ Zip Code \_\_\_\_\_

Legal Description  
Or see metes and bounds description attached as Exhibit \_\_\_\_\_, \_\_\_\_\_ County, New Mexico

On March 11, 2020, as a result of the current spread of COVID-19, New Mexico Governor Michelle Lujan Grisham issued a Proclamation of State of Emergency (“Emergency”). On March 23, 2020 a Public Health Order was issued, which among other things, prohibited gatherings of more than five (5) people, ordered the closings of all business not deemed to be “Essential Businesses” and advised New Mexican citizens to stay at home, unless travel was required for health, safety or welfare (“Order”). Real Estate services and those services related thereto were deemed essential.

Brokerage and Seller acknowledge that the Emergency and the Order may cause unanticipated delays or render it impossible for Brokerage or Seller to perform one or more obligations under the Listing Agreement (“Agreement”), including, but not limited to marketing of the Property, and therefore, mutually agree to **amend** the Agreement as follows:

**1. OPEN HOUSES:** Due to restriction on Mass Gatherings, as defined in the Order, there will be no physical Open Houses of the Property held until the Order is withdrawn or amended to increase the number of people permitted at Mass Gatherings. Nothing herein prevents or requires the holding of a virtual open house.

### 2. SHOWINGS OF THE PROPERTY.

- A. **Right to Cease Showings.** By written notice to the other party, either party may decide that the Property will not be made available for physical showings during the Emergency. In the event the parties agree that the Property will continue to be physically shown during the Emergency, Seller acknowledges that Seller, and not Brokerage or Brokerage’s agents, is responsible for the condition of Seller’s Property.
- B. **Seller to Take Reasonable Precautions.** To the extent that physical showings of the Property continue, Seller agrees to take reasonable precautions to safeguard Seller’s Property to protect the public against exposure to or the possibility of contracting COVID-19 by complying with federal, state and local directives and guidelines, including, but not limited to [“The President’s Coronavirus Guidelines for America”](#) and guidance from the [Centers for Disease Control \(CDC\)](#).
- C. **Seller to Notify of Potential Exposure.** To protect invitees to Seller’s Property during the Emergency, Seller covenants to immediately inform Brokerage if Seller or any person residing within or visiting the Property is diagnosed with a confirmed case of COVID-19, or if Seller or any person residing within or visiting the Property has had direct contact within the past 14 days with an individual with a confirmed case of COVID-19 (irrespective of whether such party shows signs of sickness).
- D. **Hold Harmless.** As a condition to Broker’s agreement to conduct or cooperate with other physical showings of the Property pursuant to this Addendum/Amendment, **Seller agrees to hold the listing brokerage and their agents, and any buyer’s brokerage and their agents, harmless from all claims for damages arising out of or relating to this Emergency or the showing or availability of the Property for showing during this Emergency.**
- E. **Compliance with MLS Rules.** Should Seller’s preferences or restrictions upon marketing of the Property affect the status of Property in the MLS, Seller agrees to any and all judgments to the listing to conform to MLS rules and regulations.



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- F. ☐ **Extension of Agreement.** If checked, at Brokerage's sole discretion, the Agreement shall be extended by any period of time that Seller elects to cease showings of the Property.
- G. **Tenant-Occupied Property.** If the Property is tenant-occupied, showings depend on the Tenant's cooperation and adherence to applicable laws. If tenant prohibits showings of the Property, at Brokerage's discretion, the Agreement shall extend for the period of time that Tenant makes the Property unavailable for showings.
3. **BROKERAGE'S RIGHT TO TERMINATE.** To the extent that any preferences or restrictions of Seller, or concerns relating to the performance of Brokerage's responsibilities under this agreement during the Emergency, render marketing or sale of the Property impossible or unduly burdensome, Brokerage, in Brokerage's sole discretion, may terminate the listing upon written notice to Seller. In the event of termination, any Compensation deemed earned under this agreement as of the date of termination shall be due and payable and the "Protection Period" shall commence to run as of the date of termination.
4. **PERFORMANCE IN GOOD FAITH.** The parties have a duty to act in good faith. Any action taken by a party for purposes of delay not attributable to a bona fide COVID-19 Emergency or in a bad faith effort to avoid obligations under the Agreement shall constitute a Breach of the parties' Agreement and entitle the non-breaching party to seek any and all remedies under law.
5. **ADDENDUM/AMENDMENT CONTROLS.** Should any provision of this Addendum/Amendment conflict with any provisions of the Agreement, this Addendum/Amendment shall control.

**BROKERAGE**

Broker Name	Signature	Date
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**SELLERS**

Signature	Date
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Signature	Date
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Signature	Date
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