



NEW MEXICO ASSOCIATION OF REALTORS®

COVID-19 – SELLER(S) AND BUYER(S) HOLD HARMLESS AGREEMENT 2020

⚠ THIS FORM IS FOR USE BY SELLERS AND POTENTIAL OR ACTUAL BUYERS (“BUYER”) WHEN BUYER WILL BE VIEWING OR INSPECTING THE PROPERTY IN-PERSON. POTENTIAL BUYERS ARE THOSE PERSONS NOT YET UNDER CONTRACT TO PURCHASE AND ACTUAL BUYERS ARE THOSE UNDER CONTRACT TO PURCHASE.

PROPERTY ADDRESS: _____

Or _____
Legal Description

Or see metes and bounds description attached as Exhibit _____, _____ County, New Mexico.

BACKGROUND. 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” and may continue; however, the issuance of the Emergency and Order highlights the risk to individuals viewing and inspecting property and the risk to those who own and occupy property in allowing others to inspect or otherwise enter their property.

ACKNOWLEDGMENT. By signature below, Seller(s) and Potential or Actual Buyer(s) entering the Property (“Buyer(s)”) hereby acknowledge the existence of the COVID-19 virus, and any applicable federal, state and/or local orders which may apply to either party or the Property which either party may own, occupy, inspect, or generally be present upon. Seller(s) and Buyer(s) understand that contact with each other or any locations or surfaces visited or contacted by one another, involves a certain degree of risk which could result in illness, permanent disability, or death. Seller(s) and Buyer(s) acknowledge and agree they are responsible for staying current and in compliance with any federal, state or local orders, which may apply to them and for taking precautions to protect themselves, as set forth by the National Center for Disease Control and Prevention and the New Mexico Department of Health, links below.



<https://www.cdc.gov/coronavirus/2019-ncov/prepare/prevention.html>



<https://cv.nmhealth.org>

HOLD HARMLESS. After fully and carefully considering all the potential risks involved, Seller(s) and Buyer(s) hereby assume the same and mutually release and hold-harmless each other and their respective successors, assigns, employees, officers and agents and waive any and all claims associated with allowing the Property to be viewed and/or inspected in-person or with viewing and/or inspecting the Property in-person, as the case may be.

CAREFULLY READ TERMS AND IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

SELLER(S)

Signature _____ Printed Name _____ Date _____

Signature _____ Printed Name _____ Date _____

BUYER(S)

Signature _____ Printed Name _____ Date _____

Signature _____ Printed Name _____ Date _____