


## Representing Buyers and Sellers in a COVID-19 Environment

**Professor Edwin Estes, Esq.**  
Mt. San Antonio College




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## Showing Precautions

- Extending Courtesy to Others
- Cleaning and Hygiene
  - Providing PPEs: Gloves and Masks
  - Hand Sanitizers
  - Soap and Warm Water
- Property Showing Procedures as the Buyer's Agent
  - Calling Ahead for Listing Agent and Seller Permission
  - Separate Cars: Agent and Buyers
  - Use of Gloves & Masks upon Arrival
  - Lockbox Safety
  - Avoid Touching Surfaces & Cleaning during/after Showings




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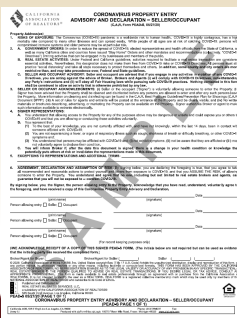

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## Coronavirus Property Entry Advisory & Declaration S/O (PEAD-S)


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# Coronavirus Property Entry Advisory & Declaration Visitor (PEAD-V)

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# PEAD-V Page 2

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# Posted Rules of Entry (PRE)

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### PRE Page 2

**ALL VISITORS TO THE PROPERTY MUST ABIDE BY THE FOLLOWING RULES**

 <p><b>WEAR A PROTECTIVE FACE COVERING</b></p>	 <p><b>AVOID CLOSE CONTACT WITH OTHERS AT ALL TIMES (6 FEET DISTANCE)</b></p>	 <p><b>PRACTICE GOOD HAND HYGIENE (WASH YOUR HANDS WITH SOAP AND WATER FOR AT LEAST 20 SECONDS)</b></p>
<p><b>PROVIDE CONTACT INFORMATION (NAME AND PHONE NUMBER) TO THE PROPERTY MANAGER. VISITORS MUST BE CURRENTLY CONTACTED BY THE PROPERTY MANAGER AT ALL TIMES.</b></p>		

**IF YOU ARE CURRENTLY AFFLICTED WITH, OR WITHIN THE LAST 14 DAYS, HAVE BEEN IN CONTACT WITH SOMEONE AFFLICTED WITH COVID-19, OR HAVE ANY SYMPTOMS SUCH AS FEVER, COUGH OR DIFFICULTY BREATHING, PLEASE DO NOT ENTER THE PROPERTY.**



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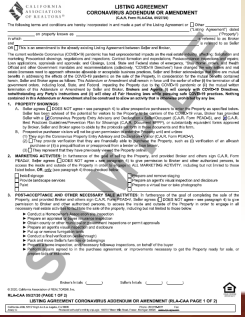
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### Listing Agreement Coronavirus Addendum/Amendment (RLA-CAA)



Listing Agreement Coronavirus Addendum/Amendment (RLA-CAA)



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### RLA-CAA Page 2



ILLER PROHIBIT ON LIMITED ACCESS TO PROPERTY

ADDITIONAL TERMS



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## BPPP Page 4

**Provision of Sanitation Products and Protocols**

- Provide adequate supply of soap and water facilities for each food handler. Cleaning agents used to clean equipment shall be approved by local health authorities for use in food service establishments.
- Provide adequate supply of clean cloths for use in food service establishments.
- Provide adequate supply of disinfectants for use in food service establishments.
- Provide adequate supply of hand sanitizer for use in food service establishments.
- Provide adequate supply of paper towels for use in food service establishments.
- Provide adequate supply of gloves for use in food service establishments.

**Responsibility for Cleaning and Disinfecting the Property**

- The owner or operator of the property shall be responsible for providing, maintaining, and ensuring that cleaning and disinfecting products and protocols are used in the property for all cleaning and disinfecting activities.
- The owner or operator shall be responsible for ensuring that all cleaning and disinfecting products are used in accordance with the manufacturer's instructions.
- The owner or operator shall be responsible for ensuring that all cleaning and disinfecting protocols are followed.

**Cleaning and Activities Outside of Showings**

- Cleaning and disinfecting activities shall be performed in accordance with the manufacturer's instructions for cleaning and disinfecting products.
- Cleaning and disinfecting activities shall be performed in a manner that does not create an unreasonable risk to the health of the public.

**Cleaning and Disinfecting Protocols for Show Properties per the DPH Guidance**

The following are the cleaning and disinfecting protocols for show properties per the Department of Public Health guidance:

- Showers and restrooms shall be cleaned and disinfected at least once every 4 hours during showings.
- Showers and restrooms shall be cleaned and disinfected before and after each showing.
- Showers and restrooms shall be cleaned and disinfected after each showing.
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**APR 10 2020 12:30 PM**  
**PROPERTY COMPLIANCE SERVICES DIVISION, INCLUDING BEST PRACTICES CONSULTING AND PARTNERSHIP PLANNING GROUP (PPG)**  
**MT SAC**  
**Mountain State Agency of Community and Technical Education**

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## BPPP Page 5

**Checklist**

- All employees shall be properly instructed in cleaning, sanitizing, and disinfecting practices.
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**Change in Laws, Rules, Orders or Guidance**

The owner or operator of the property shall be responsible for ensuring that cleaning and disinfecting products and protocols are updated in accordance with any changes in laws, rules, orders or guidance.

**Prevention Plan**

- The owner or operator shall be responsible for ensuring that a prevention plan is in place for all cleaning and disinfecting activities.
- The owner or operator shall be responsible for ensuring that the prevention plan is followed.
- The owner or operator shall be responsible for ensuring that the prevention plan is updated in accordance with any changes in laws, rules, orders or guidance.

**APR 10 2020 12:30 PM**  
**PROPERTY COMPLIANCE SERVICES DIVISION, INCLUDING BEST PRACTICES CONSULTING AND PARTNERSHIP PLANNING GROUP (PPG)**  
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## Coronavirus Addendum (CVA)

**CORONAVIRUS ADDENDUM OR AMENDMENT**

The following addendum or amendment shall be incorporated into the Property Compliance Services Division, Including Best Practices Consulting and Partnership Planning Group (PPG) Standard Operating Procedures (SOP) for the State of Maryland. This addendum or amendment shall be incorporated into the Property Compliance Services Division, Including Best Practices Consulting and Partnership Planning Group (PPG) Standard Operating Procedures (SOP) for the State of Maryland.

**1. PURPOSE**

The purpose of this addendum or amendment is to provide for the State of Maryland. This addendum or amendment shall be incorporated into the Property Compliance Services Division, Including Best Practices Consulting and Partnership Planning Group (PPG) Standard Operating Procedures (SOP) for the State of Maryland.

**2. SCOPE**

This addendum or amendment shall apply to all employees of the Property Compliance Services Division, Including Best Practices Consulting and Partnership Planning Group (PPG) Standard Operating Procedures (SOP) for the State of Maryland.

**3. EFFECTIVE DATE**

This addendum or amendment shall be effective on the date of its adoption.

**4. APPROVAL**

This addendum or amendment shall be approved by the Property Compliance Services Division, Including Best Practices Consulting and Partnership Planning Group (PPG) Standard Operating Procedures (SOP) for the State of Maryland.

**5. SIGNATURE**

The Property Compliance Services Division, Including Best Practices Consulting and Partnership Planning Group (PPG) Standard Operating Procedures (SOP) for the State of Maryland.

**APR 10 2020 12:30 PM**  
**PROPERTY COMPLIANCE SERVICES DIVISION, INCLUDING BEST PRACTICES CONSULTING AND PARTNERSHIP PLANNING GROUP (PPG)**  
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### Notice of Unforeseen Coronavirus Circumstances (NUCC)

NOTICE OF UNFORESEEN CORONAVIRUS CIRCUMSTANCES

The Department of Social Services, Division of Family Services, is required to provide certain services to certain individuals under the terms of the California Family Code (CFC) and the California Welfare and Institutions Code (CWIC). The Department is required to provide these services in accordance with the provisions of the CFC and the CWIC. This form is used to report a Notice of Unforeseen Coronavirus Circumstances (NUCC) to the Department.

**1. Individual Information:** Name, Address, Phone, Email, Date of Birth, Sex, Race, Ethnicity, Marital Status, Religion, Disability Status.

**2. Reason for the Unforeseen Coronavirus Circumstances:** Select the most appropriate reason from the list below.

**3. Date of the Unforeseen Coronavirus Circumstances:**

**4. Date of this Report:**

**5. Name of the Reporting Agency:**

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### COVID Notice of Termination of Tenancy (NTT-CTRA)

NOTICE OF TERMINATION OF TENANCY COVID Tenant Relief Act

Section 55.2(a)(2) of the California Civil Code requires that a landlord provide a tenant with a copy of this form. This form is used to report a Notice of Termination of Tenancy (NTT) to the Department of Social Services.

**1. Individual Information:** Name, Address, Phone, Email, Date of Birth, Sex, Race, Ethnicity, Marital Status, Religion, Disability Status.

**2. Reason for the Termination of Tenancy:** Select the most appropriate reason from the list below.

**3. Date of the Termination of Tenancy:**

**4. Date of this Report:**

**5. Name of the Reporting Agency:**

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### NTT-CTRA Page 2

NTT-CTRA REVISED 1/18/2020 (PAGE 2 OF 2)

**IMPORTANT NOTES:** This form is for use by the Department of Social Services. It is not to be used by a tenant. The tenant should use the form provided by the landlord.

**1. Signature of Landlord:** Name, Title, Date, Contact Information.

**2. Signature of Agent:** Name, Title, Date, Contact Information.

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## NTT-CTRA Page 3

**DELIVERY OF NOTICED PROOF OF SERVICE:**

This Notice was mailed by \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ in the following manner: if mailed a copy was retained at \_\_\_\_\_ (check one) (check all that apply and attach the appropriate form of proof of service.) (If mailed by First Class mail, attach a return receipt.)

The property with legal name, service address, must be shown in the following order: A. Block B. City C. As an alternative to that information, service may be made by computerized or by electronic mail as follows:

- Personal service. A copy of the Notice was personally delivered to the above named party's residence or usual place of business.
- Certified service. A copy of the Notice was sent by certified mail to the above named party's residence or usual place of business.
- First class service. A copy of the Notice was sent by first class mail to the above named party's residence or usual place of business.
- Electronic service. A copy of the Notice was sent by electronic mail to the above named party's residence or usual place of business.

**NOTE: NOTICE AND MAKING OF THE NOTICE WAS NOT CONSIDERED IF THE NOTICE'S RESIDENCE OR USUAL PLACE OF BUSINESS LISTED BY REGISTERED MAIL OR FIRST CLASS MAIL OR BY FIRST CLASS MAIL AND DELIVERY VIA CAN BE FOUND AT THOSE LOCATIONS.**

**NOTE: IN THE ALTERNATIVE TO THE ABOVE LISTED METHODS, THIS NOTICE, A TREATY MAY BE DELIVERED BY CERTIFIED MAIL TO THE ABOVE LISTED PARTY'S RESIDENCE OR USUAL PLACE OF BUSINESS.**

**NOTE: IF THE NOTICE IS NOT DELIVERED TO THE ABOVE LISTED PARTY'S RESIDENCE OR USUAL PLACE OF BUSINESS, THE NOTICE IS NOT CONSIDERED TO BE DELIVERED TO THE PARTY.**

**NOTE: IN THE ALTERNATIVE TO THE ABOVE LISTED METHODS, THIS NOTICE, A TREATY MAY BE DELIVERED BY CERTIFIED MAIL TO THE ABOVE LISTED PARTY'S RESIDENCE OR USUAL PLACE OF BUSINESS.**

**NOTE: IF THE NOTICE IS NOT DELIVERED TO THE ABOVE LISTED PARTY'S RESIDENCE OR USUAL PLACE OF BUSINESS, THE NOTICE IS NOT CONSIDERED TO BE DELIVERED TO THE PARTY.**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature of person serving Notice: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

(Make a copy for your records)

NOTICE OF TERMINATION OF TENANCY-COVID TREATY RELAY ACT NTT-CTRA PAGE 3 OF 5

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## COVID Rent Forgiveness, Termination, Possession (CRFP)

**CALIFORNIA'S COVID-19 RENT FORGIVENESS, TERMINATION OF TENANCY AND POSSESSION OF PREMISES AGREEMENT**

**PLEASE READ THIS AGREEMENT CAREFULLY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS.**

**THIS AGREEMENT IS A CONTRACT. IT IS A PART OF YOUR RENTAL AGREEMENT AND IT SUPERSEDES ANY OTHER RENTAL AGREEMENTS YOU HAVE SIGNED WITH YOUR LANDLORD.**

**PLEASE PRINT OR TYPE YOUR NAME AND SIGNATURE IN ALL CAPS.**

- AGREEMENT TO ACCEPT RENT FORGIVENESS.** I agree to accept the rent forgiveness provided in this agreement for the period of time specified in paragraph 3. I understand that if I do not accept the rent forgiveness, my landlord may terminate my tenancy and evict me from my premises.
- RENT FORGIVENESS PERIOD.** The rent forgiveness period begins on the date of the local health order and continues until the date specified in paragraph 3.
- RENT FORGIVENESS AMOUNT.** The rent forgiveness amount is the amount of rent that I am not required to pay during the rent forgiveness period.
- RENTAL AGREEMENT.** I understand that my landlord may terminate my tenancy and evict me from my premises if I do not accept the rent forgiveness provided in this agreement.

**APPLICABLE LAW.** This California Rent Forgiveness, Termination of Tenancy and Possession of Premises Agreement is governed by the laws of the State of California.

**ENTIRE AGREEMENT.** This California Rent Forgiveness, Termination of Tenancy and Possession of Premises Agreement constitutes the entire agreement between me and my landlord regarding the rent forgiveness provided in this agreement.

**ACCEPTANCE AND SIGNATURE.** I, \_\_\_\_\_, agree to accept the rent forgiveness provided in this agreement and I understand that if I do not accept the rent forgiveness, my landlord may terminate my tenancy and evict me from my premises.

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

Signature of Landlord: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Agent: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Third Party: \_\_\_\_\_ Date: \_\_\_\_\_

COVID RENT FORGIVENESS, TERMINATION OF TENANCY AND POSSESSION OF PREMISES AGREEMENT  
CRFP PAGE 1 OF 5

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## COVID Unpaid Rent Calculation (CURC)

**CALIFORNIA'S COVID-19 UNPAID RENT CALCULATION**

**PLEASE PRINT OR TYPE YOUR NAME AND SIGNATURE IN ALL CAPS.**

**APPLICABLE LAW.** This California Unpaid Rent Calculation is governed by the laws of the State of California.

**ENTIRE AGREEMENT.** This California Unpaid Rent Calculation constitutes the entire agreement between me and my landlord regarding the unpaid rent calculation provided in this agreement.

**AGREEMENT TO ACCEPT UNPAID RENT CALCULATION.** I agree to accept the unpaid rent calculation provided in this agreement for the period of time specified in paragraph 3. I understand that if I do not accept the unpaid rent calculation, my landlord may terminate my tenancy and evict me from my premises.

**UNPAID RENT CALCULATION PERIOD.** The unpaid rent calculation period begins on the date of the local health order and continues until the date specified in paragraph 3.

**UNPAID RENT CALCULATION AMOUNT.** The unpaid rent calculation amount is the amount of rent that I am not required to pay during the unpaid rent calculation period.

**RENTAL AGREEMENT.** I understand that my landlord may terminate my tenancy and evict me from my premises if I do not accept the unpaid rent calculation provided in this agreement.

**ACCEPTANCE AND SIGNATURE.** I, \_\_\_\_\_, agree to accept the unpaid rent calculation provided in this agreement and I understand that if I do not accept the unpaid rent calculation, my landlord may terminate my tenancy and evict me from my premises.

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

Signature of Landlord: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Agent: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Third Party: \_\_\_\_\_ Date: \_\_\_\_\_

COVID UNPAID RENT CALCULATION (CURC) PAGE 1 OF 5

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## Questions & Answers

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eestes@mtsac.edu

The information contained in this presentation is for educational purposes only and should not be considered legal or tax advice. For legal or tax advice, consult an appropriate professional. Real estate licensees should never convey information presented herein to others as that may constitute the unlicensed practice of law.



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