

COVID-19 PROPERTY ACCESS NOTICE

COVID-PAN

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

1. NOTICE TO PERSONS ENTERING ANY PROPERTY

- (A) While aspects of real estate can be conducted remotely, elements of a transaction require limited in-person activities. All parties should attempt to perform activities remotely without contact when possible.
- (B) When properties are accessed in-person, there is an unavoidable health risk because of the nature of COVID-19 and contact with or proximity to persons or things exposed to the virus. **All parties should use their best efforts and judgment to minimize the health risk to themselves and to each other, and to all occupants of the properties being entered.**
- (C) All parties should comply with the most current version of the Centers for Disease Control (CDC) and/or Department of Health (DOH) guidelines and not encourage others to violate any applicable laws, orders, or guidance, or otherwise compromise the health or safety of the property owner, occupants of the property, or others. Visitors to the property, including but not limited to potential buyers, real estate licensees and service providers, must adhere to the following instructions when physically present at the property:
 - 1. All visitors will use hand sanitizer immediately prior to entering the property.
 - 2. All individuals present for the in-person activity (occupants and visitors) will follow applicable state and federal guidelines regarding the use of masks and any other personal protective equipment while in the property.
 - 3. Access shall be by appointment only and staggered by thirty (30) minutes or more.
 - 4. Property access should be limited to no more than three (3) visitors and should ideally consist only of the individuals necessary to effectively conduct that portion of the transaction.
 - 5. Maintain social distancing guidelines. If an area is too small to ensure appropriate distancing, stagger entry and exit.
 - 6. Doorknobs, lockboxes, and keys used to access the property must be sanitized when entering and leaving the property.
 - 7. All visitors must comply with community/association rules regarding access to common areas.
- (D) The property owner may provide additional instructions to visitors, including real estate-related service providers, as a condition of their visit.

2. HEALTH AND SAFETY REPRESENTATIONS

- (A) Occupants and potential visitors should affirm within the 24-hour period preceding the visit, either verbally or using PAR Form COVID-HSA or a similar form, the following statements are true to the best of their knowledge:
 - 1. In the past 14 days, neither the signer nor anyone in signer's household has been diagnosed with COVID-19.
 - 2. In the past 14 days, neither the signer nor anyone in signer's household has knowingly had contact with a person diagnosed with, or in the process of being tested for, COVID-19.
 - 3. In the past 14 days, neither the signer nor anyone in signer's household has traveled internationally, been on a cruise, or been to any domestic location subject to a CDC travel advisory.
 - 4. In the past 72 hours, neither the signer nor anyone in signer's household has had a fever over 100.4°F.
 - 5. In the past 72 hours, neither the signer nor anyone in signer's household has experienced coughing, shortness of breath, or other recognized symptoms of COVID-19.
- (B) Any responses which indicate actual or likely exposure to COVID-19 can be further explained on PAR Form COVID-HSA or a similar form so that the other parties involved can provide informed consent prior to the property visit.

3. ASSUMPTION OF RISK

By conducting in-person real estate activities during the COVID-19 pandemic, **all persons fully assume any and all risks that result from entering properties** for sale or lease, as applicable, **and from allowing others to enter properties** for sale or lease, as applicable, including but not limited to risks arising during showings, inspections and all other in-person access. **SELLER, LANDLORD, BUYER, TENANT, ALL BROKERS, their LICENSEES, EMPLOYEES and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or through them, will not be liable for claims, losses or demands, including, but not limited to, personal injury and property damage that may directly or indirectly occur as a result of COVID-19 and all of the consequences thereof, whether known or not, which may arise from the physical presence of people on the property.**

45 SIGNATURE _____ DATE _____
 46 Printed Name _____
 47 seller potential buyer/tenant real estate licensee occupant
 48 service provider (_____) other _____

49 SIGNATURE _____ DATE _____
 50 Printed Name _____
 51 seller potential buyer/tenant real estate licensee occupant
 52 service provider (_____) other _____

53 SIGNATURE _____ DATE _____
 54 Printed Name _____
 55 seller potential buyer/tenant real estate licensee occupant
 56 service provider (_____) other _____



Pennsylvania Association of Realtors®

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