

Right to Extend Possession due to COVID -19 Virus

This Schedule A forms part of the Offer to Purchase made by _____ as Buyer, to _____ as Seller, dated _____, 2020 for the purchase of the Property commonly known as _____.

The Buyer and Seller agree to the following:

1. In the event the Seller, the Buyer or anyone residing in the residence of the Seller or the Buyer is diagnosed with a lab-confirmed probable or positive case of the COVID-19 Virus prior to the Possession Date, the other party shall be notified in writing within two (2) business days of the notifying party learning of the diagnosis. *
2. Either party shall have the right to extend the Possession Date up to fourteen (14) calendar days in the event of any of the following:
 - a. The Seller, the Buyer or anyone residing in the residence of the Seller or the Buyer is diagnosed with a lab-confirmed probable or positive case of the COVID-19 Virus;
 - b. The Seller, the Buyer or anyone residing in the residence of the Seller or the Buyer has been medically ordered into quarantine or directed to self-isolate because they have been in recent contact with someone who has a lab-confirmed probable or positive case of the COVID-19 Virus;
 - c. The Buyer's mortgage lender has informed the Buyer or the Buyer's solicitor that due to circumstances related to the effects on business brought about by the COVID-19 Virus, the proceeds of Buyer's mortgage may not be available on the Possession Date; or
 - d. The Buyer's solicitor or the Seller's solicitor has determined that due to circumstances beyond their control related to the effects on business brought about by the COVID-19 Virus, they will be unable to complete this transaction by the Possession Date.
3. This right to extend is subject to the following:
 - a. The party requiring the extension shall deliver written notice to the other party:
 - i. no later than five (5) calendar days prior to Possession Date; or
 - ii. within two (2) calendar days of learning of the circumstance that would entitle that party to extend the Possession Date;whichever is the later date. **
 - b. The notice:
 - i. shall specify the extended Possession Date, which shall not be greater than fourteen (14) calendar days from the originally scheduled Possession Date; ***
 - ii. shall include supporting evidence of the circumstances that entitles the party to the extension; and
 - iii. may be sent on behalf of the party requiring the extension by their real estate broker or sales representative, or by their solicitor.
 - c. Delivery of any notification or notice by electronic means shall be as equally effective as the delivery of a manually signed original copy of the notification or notice, and shall be deemed to have been delivered if electronically transmitted to the party being served, or to their broker or sales representative, or to their solicitor.

* Notifying the other party of a diagnosis does not invoke an extension of the Possession Date. It merely puts them on notice of the circumstances that would give either party the right to extend the Possession Date, should they choose to do so.

** If a party is aware of circumstances entitling them to an extension of five (5) or more days prior to the Possession Date and if they intend to extend the Possession Date, they must give notice of the extension no later than five (5) days prior to the Possession Date. If a party only learns of circumstances entitling them to an extension within five (5) days prior to the Possession Date and they intend to extend the Possession Date, they must give notice of the extension within two (2) days of learning of the circumstances. This could mean, for example, that if they learn of the circumstances the day before the Possession Date, notice may be given that day or on the Possession Date.

*** Should both parties agree, they may extend the Possession Date beyond the day stated in the notice, or they may make any other amendment to the Offer to Purchase agreement (including agreeing to terminate the contract in the event of an extended quarantine or recovery period). In any such instances the parties are advised to discuss their intentions with their real estate advisors and solicitors to arrange for the Offer to Purchase agreement to be amended.

Signed by the Buyer on _____, 2020.

Buyer: _____

Witness: _____

Buyer: _____

Witness: _____

Email Address of the Buyer (for any Notice): _____

Signed by the Seller on _____, 2020.

Seller: _____

Witness: _____

Seller: _____

Witness: _____

Email Address of the Seller (for any Notice): _____