



## SCRIPTS AND STRATEGIES TO GROW YOUR BUSINESS IN THE MIDST OF THE CORONAVIRUS OUTBREAK.

There is no script or strategy that supercedes your obligation to love your neighbor, particularly in this season of fear and uncertainty caused by COVID-19. This is your first and primary responsibility as an expert in your market. However, with sound strategies and scripting, you can be a good neighbor and a good business owner all at once. You can speak truth into a chaotic situation and inspire confidence in your friends, family members and clients by being a voice of reason. Furthermore, there are people who still need to buy and sell, and they need trustworthy council from people who know how to adapt to a changing market and industry. Below are some scripts and strategies that our team is putting into practice.

### /NO-TOUCH SHOWINGS

We are leading out in no-touch showings where buyer clients agree to make zero contact with anything in the home. This approach to showings should help to facilitate more showings and build rapport between buyer and seller, in turn potentially giving you leverage as you negotiate the terms of the deal. In order to perform a no-touch showing, here are the steps you should take.

#### ***When representing the seller:***

1. Request that the seller open all interior doors in the home prior to leaving to ensure prospective buyers can access rooms and closets without touching anything.
2. Turn on all lights prior to leaving.
3. If possible, leave antibacterial soap, gloves, booties, masks or any other safety items outside the front door so that the agent and prospective buyers can put them on prior to entry.  
-Ideally you, as the agent, would be able to provide these items to your sellers.
4. Leave antibacterial wipes outside the front door so that the agent can wipe the front door's knobs/handles and lock box before and after use.
5. Request that the buyer's agent limits the number of individuals in the house.

#### ***When representing the buyer:***

1. Bring antibacterial soap, wipes, gloves, booties, masks and other safety items that your buyers or the sellers would appreciate you wearing in the house (assuming the sellers are not providing these themselves).
2. Open all interior doors in the home prior to leaving to ensure prospective buyers can access rooms and closets without touching anything.
3. Ask the listing agent to have the seller turn on all lights prior to leaving.
4. Wipe the front door's knobs/handles and lock box before and after use.
5. Limit the number of individuals in the house and do your best to keep a close eye on children. If it is safe and responsible, consider leaving them outside, potentially in the back yard.
6. Instruct your buyers that you will open anything that wasn't left open by the seller, including cabinets, attic doors, electrical boxes and so on.

Depending on the availability of some items, you may need to improvise and get creative. Paper towels, plastic bags and other items could be helpful in keeping people from touching surfaces. These are not ideal, but it is better than nothing if you have a concerned buyer or seller.

## **/** NARROWING THE FIELD WITH VIRTUAL TOURS.

We are coordinating virtual showings to limit in-person visits for our buyers and sellers to final “decision showings” preceding written offers. We have used these strategies to accommodate out-of-town buyers for a number of years. We are applying many of the same principles to help connect buyers and sellers in this season where traditional showings are more difficult to hold.

### ***How to produce a virtual tour.***

If you're in a position where you can still pay a photographer or videographer to produce a professional quality virtual tour or property trailer, do it. Now. For many of us, that is already off the table due to government policies enacted in certain areas. If you're in that boat, provide your seller with instructions on how they can shoot a video walkthrough.

In all likelihood, the video quality will be underwhelming, but it's better than nothing. These are unprecedented times, and we need to adapt. If you're able to use a video editing software, even on a smart phone, you will potentially be able to clean it up. On top of that, you may be able to add narration over the top of the tour. A local video editor may be happy to edit such a video for you if you can provide the footage.

### ***For Listing Agents: Sharing your video with a prospective buyer.***

Below is what we are telling buyer's agents who may be interested in one of our listings prior to sending them the virtual tour:

Our goal is to make the home buying process as safe and hassle-free as possible for your buyer. We have decided that one of the most beneficial things we could do for you is to produce this virtual home tour for you to share with your clients so they can get a clear idea of what this amazing home is like. We understand that it won't be professional quality, but it will be hugely valuable in helping your buyer to determine if this property is the right one for them. If your clients would like further details on a certain part of the home, my seller has already agreed to send over a video of anything you would like to see more of.

Furthermore, after seeing this video, if you feel like your client would benefit from seeing the home in-person before making an offer, my seller will leave all the doors open, lights on and provide sanitary wipes so you can get in the home without coming in to direct contact with a surface.

### ***For Buyer's Agents: Requesting a virtual tour prior to a showing.***

Below is how we are asking listing agents to send us a virtual tour if they are marketing a property that our buyers may be interested in:

I have a buyer who is actively looking for a new home, but before they schedule a showing, they were hoping to have their “first showing” through a video. In the interest of the health of my buyer, as well as your seller, we are trying to limit our in-person showings to ones where we will be ready to make a decision as to whether or not we want to offer. Do you have a video tour of the home that I can share with my buyer? If not, would your seller be willing to shoot a quick walkthrough of their home? We understand that it won't be professional quality, but it will be hugely valuable in helping us to determine if this property is the right one for us.

## / CLARIFYING MOTIVATION

With everything we are hearing in the news, it's easy to assume we know what someone is feeling right now. We can jump to logical conclusions about why they may or may not be interested in buying or selling right now. It's not that easy.

Someone may put their home search on hold right now because of the virus, but what about the virus is putting them on hold? Do they work in health care and have an insane work load? Did they lose their job? Did they take a hit in the stock market? Are they just playing it safe and staying home? Discerning these deeper motivations will lead to different, deeper conversations and help you understand their long-term real estate needs as well as their more immediate ones.

Below are some questions that can help you better understand what your friends, clients and prospects may be thinking and feeling about the pandemic and how exactly it is affecting their motivation. Use these to bring peace and understanding to their situation.

It should go without saying that we are not using these scripts or any others to try to manipulate someone into making a move in the midst of this unusual season. Like every other season, the best time for them to make a move is when it is best for them, their family and their finances. For most, that time is not right now, and we need to continue to build rapport as a trusted expert until we return to some sense of normalcy.

-“Are you just killing time or planning to make a move when things calm down?”

-“What was your plan prior to the coronavirus outbreak?”

-“At the risk of sounding dumb, why are you deciding to hold off?”

-“If you could wave a magic wand and buy or sell at a time that's perfect for you, when would that be?”

-“What about waiting for things to calm down is important to you?”

-“What aspects of this pandemic are affecting your timeline?”

## / ADDENDUM FORM

To address the uncertainties and challenges that COVID-19 has presented to the closing of real estate transactions, Texas REALTORS® has created the COVID-19 Addendum (TXR-2520). The COVID-19 Addendum provides for a 30-day extension of the closing date in a residential sales contract if the closing cannot occur due to a voluntary or mandatory COVID-19 quarantine or closure. The document is included below.

Be sure to confirm whether or not your state has produced such an addendum. If not, you can strategically protect your clients by using similar language in special provisions of the contract, amendments and so on.

## / ANTIBACTERIAL HOME CLEANING

As an incentive to both our buyers and sellers, we are now offering a free antibacterial cleaning upon closing and funding to the new owner of the home. For our buyer clients, this provides them the obvious value of having a clean and safe home to move into after closing. For our seller clients, we are able to leverage the antibacterial home cleaning to attract potential buyers who see the value of this incentive. It's another way that we can produce scarcity and create a market of one for our sellers.





## / A CALL TO COLLABORATION

More than ever, agents are going to need to work together to get deals across the finish line for the sake of their clients. Buyers will likely have more questions about the property given their inability to see it in person as often as a typical buyer would. The seller will have to deliver that information to them. Don't be surprised when buyers are asking for extra measurements, documents and pictures of certain details of the property when they can't get it themselves. If you're not ready for this and you're not communicating expectations appropriately, it could get agitating for agents and clients alike.

It shouldn't take a pandemic for agents to treat one another with respect and work towards win-wins for all parties involved, but many agents are convinced that someone has to lose for them to win. They come off as abrasive and arrogant. The other agent and clients are viewed as nothing more than a road block in the way of their commission check. For the sake of our clients, our industry and our businesses, we need to approach each deal with a greater sense of kindness and collaboration as we continue to provide world-class value even when it feels like the world is turned upside down.



## Information concerning the use of **COVID-19 Addendum (TXR-2520)**

**Note: Use of the COVID-19 Addendum is not mandatory and may not be appropriate in all circumstances.** Depending on the goals and needs of the parties, use of an existing form may be more appropriate when dealing with COVID-19-related issues. For example:

- If the parties want to negotiate an extension to the closing date to a definite date, they may use the *Amendment* (TXR-1903) form, filling in the new date in paragraph 3.
- If the parties want to negotiate an extension to the time the buyer has to obtain buyer approval under the *Third Party Financing Addendum*, they may also use the *Amendment* (TXR-1903) form, filling in the new date in paragraph 7.
- If the parties want to terminate the contract, they may use the *Release of Earnest Money* (TXR-1904) form, which releases the parties from any and all liability under the sales contract. The parties may also agree how the earnest money will be dispersed.

The COVID-19 pandemic is causing unprecedented impact and uncertainty for Texas real estate transactions. Voluntary and mandatory quarantines and the closure of government and private offices may impede the ability of parties to successfully fund and close transactions.

To address these uncertainties, Texas REALTORS® has created the *COVID-19 Addendum* (TXR-2520). The *COVID-19 Addendum* provides for a 30-day extension of the closing date in a residential sales contract if the closing cannot occur due to a voluntary or mandatory COVID-19 quarantine or closure. If the closing cannot occur after the 30-day extension, either party may terminate the sales contract with the earnest money being returned to the buyer. The *COVID-19 Addendum* also permits either party to terminate the sales contract, with the buyer receiving the earnest money, if the buyer is unable to fund their loan beyond the time provided in the *Third Party Financing Addendum* due to loss of income from a COVID-19-related issue.

The 30-day extension under the addendum is available if the delay in closing is due to a quarantine or closure that affects the buyer, seller, or other service provider, including, but not limited to, a title company, lender, inspector, or appraiser.

The *COVID-19 Addendum* may be used as an addendum to a new contract or to amend a currently executed contract. The addendum may be used in conjunction with the following residential sales contracts:

- *One to Four Family Residential Contract (Resale)* (TXR-1601)
- *New Home Contract (Incomplete Construction)* (TXR-1603)
- *New Home Contract (Completed Construction)* (TXR 1604)
- *Residential Condominium Contract (Resale)* (TXR-1605)
- *Unimproved Property Contract* (TXR-1607)
- *New Residential Condominium Contract (Completed Construction)* (TXR-1608)
- *New Residential Condominium Contract (Incomplete Construction)* (TXR-1609)

Due to the uncertainty caused by COVID-19, buyers and sellers should be especially attentive to timelines in the contract in order to be in the best position to perform their contractual obligations or extend the deadlines as necessary.



## COVID-19 Addendum

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### TO CONTRACT CONCERNING THE PROPERTY AT

\_\_\_\_\_  
(Street Address and City)

- A. Automatic Delay:** Notwithstanding any other provisions of the contract, Seller and Buyer agree that in the event the closing as defined in Paragraph 9 of the contract is not able to be performed due to a voluntary or mandatory SARS-CoV-2 (COVID-19) virus quarantine or closure, either party may, by providing notice to the other party, extend the Closing Date for a period of thirty (30) days. If any portion of the closing is still not able to be performed upon the expiration of the extension, either party may, by providing notice to the other party, terminate the contract without any further liability to the other party, and the earnest money will be refunded to Buyer.
- B.** Seller and Buyer agree, notwithstanding that Buyer may have removed their financing contingency, that if Buyer is not able to fund their loan and close due to Buyer's loss of income from COVID-19 related issues, then either party may terminate the contract and earnest money will be refunded to the Buyer.
- C.** The parties will exercise best efforts to utilize remote services to perform obligations under the contract that otherwise cannot be performed in person due to a voluntary or mandatory COVID-19 virus quarantine or closure.

**Buyers and Sellers are advised to CONSULT AN ATTORNEY BEFORE SIGNING. Texas Real Estate Commission rules prohibit real estate license holders from giving legal advice.** This addendum is not a mandatory Texas Real Estate Commission form.

NOTE: This addendum changes the obligations of the Buyer and Seller as follows: (1) possible extension of the Closing Date in Paragraph 9 of the contract; and (2) possible termination of the contract beyond terms provided in Paragraph 2 of the Third Party Financing Addendum.

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Seller Date

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Seller Date