

PROPERTY ADDRESS: _____ CITY, STATE _____

1 **1. AGENCY.** Seller has received and read a copy of the Initial Agency Disclosure Pamphlet. SELLER
2 authorizes BROKER's FIRM to appoint BROKER to act as SELLER's listing BROKER. It is
3 understood and agreed that this Agreement creates an agency relationship with BROKER and
4 BROKER's FIRM only, not with any other brokers of BROKER's FIRM. Any broker other than
5 BROKER who procures a prospective buyer for the Property will not be representing SELLER and may
6 represent a buyer.

7 **2. EXCLUSIVE RIGHT TO SELL.** In consideration for the services to be rendered by the
8 undersigned BROKER's FIRM, the undersigned SELLER hereby grants to BROKER's FIRM the
9 exclusive right to sell the property located at the address set forth above and more particularly described
10 on the RMLS™ Listing Data Input Form hereto attached (the "Property").

11 This listing is:

12 _____ AN ACTIVE LISTING (ACT). Date marketing to begin is _____, _____,
13 which will be the List Date published in RMLS™. No marketing may occur before such date.

14 _____ COMING SOON-NO SHOWING LISTING (CSN). Will automatically convert to ACT on
15 first date for showing and Date marketing to begin on _____,
16 (not more than 21 days from date of this Agreement). Property will be shown in RMLS™ as CSN
17 status and is subject to certain marketing restrictions, as provided in the RMLS™ Rules and
18 Regulations, including a prohibition against any showings and Internet advertising. A sign and
19 flyer including the phrase "Coming Soon" may be placed on the Property.

20 _____ EXCLUDED FROM MLS. The Property will not be submitted to, or published in, RMLS™.
21 The Authorization to Exclude from MLS Addendum must be completed and submitted to
22 RMLS™.

23 For purposes of this Section, marketing includes, but is not limited to, placing any yard sign, social
24 media or internet exposure, publication in RMLS™, broker tours, showings and direct marketing to any
25 other real estate professionals or consumers. SELLER further allows BROKER's FIRM a reasonable
26 time after termination or expiration of this Agreement to close any transaction on which earnest money,
27 has been paid, or a promissory note for earnest money has been tendered. No extension or renewal of
28 this Agreement shall be effective unless it is in writing signed by SELLER and authorized signatory of
29 BROKER's FIRM.

30 **3. LIST PRICE.** List Price \$ _____.

31 **4. TERM.** This Agreement is effective when fully signed by all parties, and shall terminate at 11:59
32 p.m. on _____, _____.

33 **5. BROKERAGE FEE.** SELLER shall pay a brokerage fee as set forth in Section 8 below in an
34 amount equal to _____% of the selling price or option exercise price of the Property or
35 \$ _____. From the brokerage fee an amount equal to _____% of the selling price or option
36 exercise price of the Property or \$ _____ will be offered to Cooperating Firm (BAC). SELLER
37 hereby irrevocably assigns to BROKER's FIRM the proceeds of such transaction to the extent of

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38 BROKER's ~~FIRM'S-FIRM's~~ fee and irrevocably instructs the escrow agent, if any, to pay BROKER's
39 FIRM'S~~s~~ fee at closing out of such proceeds.

40 **6. DISBURSEMENT.** In the event of forfeiture of earnest money for any transaction relating to this
41 Agreement, the earnest money shall be disbursed as follows: SELLER _____% BROKER's
42 FIRM _____% OR (check if applicable) [] to BROKER's FIRM to the extent of the brokerage
43 fee, with balance to SELLER. SELLERS' Initials _____ / _____

44 **7. INSUFFICIENT PROCEEDS.** If the proceeds from the sale of the Property are insufficient to
45 cover costs at closing, SELLER acknowledges that the decision by any beneficiary or mortgagee, or its
46 assignees, to release its interest in the Property for less than the amount owed, does not automatically
47 relieve SELLER of the obligation to pay any debt or costs remaining at closing, including fees such as
48 the BROKER's FIRM's commission.

49 **8. RIGHT TO COMPENSATION.** In consideration for the services herein described, SELLER shall
50 pay BROKER's FIRM the brokerage fee set forth in Section 5 above if BROKER's FIRM or any
51 cooperating broker, including, but not limited to, a buyer's broker:

52
53 (a) finds a buyer ready, willing, and able to purchase the Property for the price and terms set
54 forth in the attached RMLS™ Listing Data Input Form or such other price and terms as SELLER
55 may accept; or

56 (b) places SELLER in contact with a person to whom SELLER sells the Property during the term
57 of this Agreement or within _____(_____) days after termination of this
58 Agreement.

59 **In any event, SELLER shall pay the sum set forth in Section 5 above to BROKER's FIRM if**
60 **SELLER cancels the authority hereby given or if SELLER sells or agrees to sell the Property**
61 **during the term of this Agreement or any extension or renewal hereof.** Section 8 (b) above shall not
62 apply if, following the termination of this Agreement, SELLER lists the Property for sale with another
63 duly licensed real estate broker and if the application of such section(s) would result in SELLER's
64 liability for more than one brokerage fee. The term "sale" shall include any exchange or trade to which
65 SELLER consents. In the event of an exchange, trade or lease option, BROKER's FIRM is permitted to
66 represent and receive compensation from both parties.

67 **9. SERVICES; AUTHORITY.** BROKER's FIRM will market the Property, and in connection
68 therewith, SELLER hereby authorizes BROKER's FIRM to do the following:

69 _____ (a) place a "for sale" sign on the Property and to remove all other similar signs;

70 _____ (b) turn on, or leave on, all utilities serving the Property and authorize utility providers to do so
71 in order to show the Property, all at SELLER'S~~s~~ expense;

72 _____ (c) obtain and disclose any information pertaining to any present encumbrance on the Property;

73 _____ (d) if authorized pursuant to Section 10 below, obtain a key to the Property and place such key in
74 a lock box on the exterior of the Property, with recognition that SELLER bears any risk of loss
75 or damage associated with the use of such lock box (SELLER should consult SELLER'S~~s~~
76 homeowner's insurance policy to determine coverage);

77 _____ (e) have access to Property for purposes of showing it to prospective buyers at any reasonable
78 hour;

79 _____ (f) place information regarding this listing and the Property in the RMLS™;

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- 80 (g) accept deposits on SELLER'S~~S~~ behalf. BROKER'S FIRM is authorized to cooperate with
81 other brokers and to share with such other brokers any commissions or compensation payable
82 under this Agreement; and
83 (h) communicate with SELLER by telephone, facsimile, e-mail, and /or other electronic means
84 even after the term of this Agreement.

85 SELLER hereby authorizes RMLS™ to use, relicense, repurpose, display and otherwise deal with photos
86 and data regarding the Property, without compensation to the SELLER. Such authority shall survive
87 expiration or termination of this Agreement. Tenant occupancy – if tenant(s) occupies property, and
88 authority from the tenant(s) is required for BROKER'S FIRM to do any of the items listed in Section 9,
89 SELLER shall obtain such authority from tenant(s).

90 **10. LOCKBOX.** SELLER does does not (check one) authorize BROKER'S FIRM to place a
91 lockbox on the Property.

92 **11. INTERNET.** SELLER does does not (check one) authorize BROKER'S FIRM to advertise the
93 Property on the Internet.

94 **12. INDEMNITY.** SELLER shall defend, indemnify, and hold harmless BROKER'S FIRM, its
95 licensees and any cooperating broker and its licensees from any liability, claims, damages, causes of
96 action or suits arising out of, or relating to, any breach of the representations and warranties set forth
97 herein or in any agreement for the sale of the Property, and from the failure to disclose any material
98 information to BROKER'S FIRM relating to the Property.

99 **13. ATTORNEYS' FEES.** If BROKER'S FIRM or any cooperating broker refers this Agreement to an
100 attorney for collection of the compensation due hereunder, SELLER shall pay the costs and reasonable
101 attorneys' fees of BROKER'S FIRM or any cooperating broker regardless of whether mediation is
102 conducted or arbitration or litigation is filed. If mediation is conducted or if arbitration or litigation is
103 filed in connection with any dispute relating to this Agreement, the prevailing party shall be entitled to
104 its attorneys' fees and costs in connection with such mediation, arbitration or litigation, and in any appeal
105 therefrom and enforcement thereof.

106 **14. DISPUTE RESOLUTION.** SELLER and BROKER'S FIRM, including the licensees of each, if
107 any, agree that all claims, controversies or disputes, including those for rescission (hereinafter
108 collectively referred to as "Claims"), relating directly or indirectly to this Agreement, shall be resolved
109 in accordance with the procedures set forth herein which shall expressly survive closing. Provided,
110 however, the following matters shall not constitute Claims:

- 111 (a) any proceeding to collect, interpret or enforce any mortgage, trust deed, land sale contract,
112 or recorded construction lien;
113 (b) a forcible entry and detainer action;
114 (c) any dispute between REALTORS® which is subject to the Professional Standards Arbitration
115 provisions of the National Association of REALTORS®.

116 The filing of a notice of pending action ("*lis pendens*") or the application to any court for the issuance
117 of any provisional process or similar remedy described in the Oregon or Federal Rules of Civil
118 Procedure shall not constitute a waiver of the right or duty to use the procedures specified below.

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119 Notwithstanding the following provisions, SELLER, BROKER's FIRM and the licensees, if any,
120 mutually agree that all Claims within the jurisdiction of the Small Claims Court shall be brought and
121 decided there, in lieu of mediation, arbitration or litigation in any other court of law.

122 If SELLER was represented in this transaction by a licensee who was then a member of the National
123 Association of REALTORS®, all claims shall be submitted to mediation in accordance with the
124 procedures of the Home Seller/Home Buyer Dispute Resolution System of the National Association of
125 REALTORS® or other organization-adopted mediation program (collectively the "System"). Provided,
126 however, if the System is not then available through the licensees' Association of REALTORS®, then
127 the SELLER, BROKER's FIRM and/or licensees shall not be required to engage in mediation.

128 All claims that have not been resolved by mediation, or otherwise, shall be submitted to final and binding
129 private arbitration in accordance with Oregon Laws. Filing for arbitration shall be treated the same as
130 filing in court for purposes of meeting any applicable statutes of limitation or for purposes of filing a *lis*
131 *pendens*. SELLER, BROKER's FIRM and/or their licensees may use any professional arbitration
132 company which provides such service to the county where the Property is located, as selected by the
133 party first filing for arbitration. Provided, however, if no arbitration company has available services
134 when the Claim arose, neither SELLER, BROKER's FIRM, nor their respective licensees, if any, shall
135 be required to participate in arbitration.

136 BY CONSENTING TO THIS PROVISION YOU ARE AGREEING THAT DISPUTES ARISING
137 UNDER THIS AGREEMENT SHALL BE HEARD AND DECIDED BY ONE OR MORE NEUTRAL
138 ARBITRATORS AND YOU ARE GIVING UP THE RIGHT TO HAVE THE MATTER TRIED BY A
139 JUDGE OR JURY. THE RIGHT TO APPEAL AN ARBITRATION DECISION IS LIMITED UNDER
140 OREGON LAW.

141 **15. COMPLIANCE WITH LAW.** SELLER shall comply with all laws relating to the Property and
142 the sale thereof, including without limitation, the obligation to offer the Property for sale to any person
143 without regard to race, color, religion, gender, disability, marital status, familial status, sexual
144 orientation, gender identity, legal source of income, domestic violence victim or national origin.

145 **16. SELLER's PROPERTY DISCLOSURE STATEMENT.** ~~As required by Oregon law,~~ SELLER
146 will complete the Seller's Property Disclosure Statement accurately based upon SELLER's personal
147 knowledge and information as required under ORS 105.464. BROKER's FIRM has not made any
148 statement, representation, warranty, investigation, test or other inquiry into the accuracy or adequacy of
149 SELLER's disclosures. SELLER hereby authorizes BROKER to:

- 150 (a) deliver a copy of such Disclosure Statement to any prospective Buyer; and
151 (b) rely solely upon SELLER's representations set forth in this Agreement and in the Disclosure
152 Statement without further inquiry or diligence on BROKER's part.

153 **17. REQUIRED DETECTORS.** Oregon Real Estate laws require SELLER to install an approved
154 SMOKE DETECTOR(s) and approved CARBON MONOXIDE DETECTOR(s) in the building(s)
155 located on the Property. SELLER will install approved smoke detector(s) and approved carbon
156 monoxide detector(s) in the building(s) located on the Property, as required by law.

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157 **18. SELLER’S REPRESENTATIONS AND WARRANTIES.** SELLER hereby represents and
158 warrants to BROKER’s FIRM:

- 159 (a) that the undersigned SELLER has full authority to enter into this Agreement and to convey
- 160 marketable title to the Property to a buyer;
- 161 _____ (b) the information on the attached Listing Data Input Form is correct and complete; and
- 162 (c) as of the date(s) of the closing of the sale of the Property and transfer of possession, all
- 163 aspects of the Property will be in substantially their present condition and free of material
- 164 defects, except as disclosed in the sale agreement or Seller’s Property Disclosure Statement.

165 **19. FIRPTA.** In general, the sale or other disposition of a U.S. real property interest by a foreign person
166 is subject to income tax withholding under the Foreign Investment in Real Property Tax Act of 1980
167 (FIRPTA). A "foreign person" includes a non-resident alien individual, foreign corporation, foreign
168 partnership, foreign trust and foreign estate. If FIRPTA applies, the buyer or other qualified substitute
169 may be legally required to withhold this tax at closing. In order to avoid closing delays, SELLER is
170 requested to initial one of the two statements:

171 _____ / _____ SELLER warrants and represents to BROKER
172 and BROKER’S FIRM that SELLER is **not** a foreign person under FIRPTA.

173 _____ / _____ SELLER **is** a foreign person under FIRPTA.

174 **20. ADDITIONAL PROVISIONS.** _____
175 _____
176 _____
177 _____

178 **21. MODIFICATION.** No provision of this Agreement, including, without limitation, the amount of
179 the brokerage fee set forth in Section 5, may be modified except in writing signed by SELLER and by
180 BROKER’s FIRM.

FIRM NAME _____

BROKER (printed) _____

BROKER Signature _____

Date of BROKER’S Signature _____

Phone _____

Email _____

BROKER’S License # _____

BROKER’S FIRM ~~–PRINCIPAL BROKER~~
(printed) _____

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~~BROKER'S FIRM - PRINCIPAL BROKER~~

~~Signature~~ Address _____

~~Date of BROKER'S FIRM - PRINCIPAL BROKER'S~~

~~Signat~~ Addressure _____

City _____ State _____ Zip _____

Phone _____

Email _____

BROKERAGE License # _____

SELLER(S):

SELLER (printed) _____

SELLER Signature _____

Date of SELLER'S Signature _____

Address _____

Address _____

City _____ State _____ Zip _____

Phone (w) _____

Phone (h) _____

Email _____

SELLER (printed) _____

SELLER Signature _____

Date of SELLER'S Signature _____

Address _____

Address _____

City _____ State _____ Zip _____

Phone (w) _____

Phone (h) _____

Email _____

If legal representative or attorney-in-fact state capacity and name of real party in interest

Name _____

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Capacity _____

On Behalf of _____

Sellers' Initials _____