

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 understood
3 and agreed that this Agreement creates an agency relationship with BROKER and BROKER's FIRM only,
4 not with any other brokers of BROKER's FIRM. Any broker other than BROKER who procures a
5 prospective buyer for the Property will not be representing SELLER and may represent a buyer.

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

10 This listing is:

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

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

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

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

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

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

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

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

Sellers' Initials _____

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

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

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

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

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

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

- 65 (a) place a "for sale" sign on the Property and to remove all other similar signs;
66 (b) turn on, or leave on, all utilities serving the Property and authorize utility providers to do so in
67 order to show the Property, all at SELLER's expense;
68 (c) obtain and disclose any information pertaining to any present encumbrance on the Property;
69 (d) if authorized pursuant to Section 10 below, obtain a key to the Property and place such key in a
70 lock box on the exterior of the Property, with recognition that SELLER bears any risk of loss or
71 damage associated with the use of such lock box (SELLER should consult SELLER's homeowner's
72 insurance policy to determine coverage);
73 (e) have access to Property for purposes of showing it to prospective buyers at any reasonable hour;
74 (f) place information regarding this listing and the Property in the RMLS™;
75 (g) accept deposits on SELLER's behalf. BROKER's FIRM is authorized to cooperate with other
76 brokers and to share with such other brokers any commissions or compensation payable under this
77 Agreement; and
78 (h) communicate with SELLER by telephone, facsimile, e-mail, and /or other electronic means even
79 after the term of this Agreement.

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

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85 **10. LOCKBOX.** SELLER does does not (check one) authorize BROKER's FIRM to place a lockbox
86 on the Property.

87 **11. INTERNET.** SELLER does does not (check one) authorize BROKER's FIRM to advertise the
88 Property on the Internet.

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

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

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

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

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

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

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

123 All claims that have not been resolved by mediation, or otherwise, shall be submitted to final and binding
124 private arbitration in accordance with Oregon Laws. Filing for arbitration shall be treated the same as filing
125 in court for purposes of meeting any applicable statutes of limitation or for purposes of filing a *lis pendens*.
126 SELLER, BROKER's FIRM and/or their licensees may use any professional arbitration company which
127 provides such service to the county where the Property is located, as selected by the party first filing for

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128 arbitration. Provided, however, if no arbitration company has available services when the Claim arose,
129 neither SELLER, BROKER's FIRM, nor their respective licensees, if any, shall be required to participate
130 in arbitration.

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

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

140 **16. SELLER's PROPERTY DISCLOSURE STATEMENT.** SELLER will complete the Seller's
141 Property Disclosure Statement accurately based upon SELLER's personal knowledge and information as
142 required under ORS 105.464. BROKER's FIRM has not made any statement, representation, warranty,
143 investigation, test or other inquiry into the accuracy or adequacy of SELLER's disclosures. SELLER
144 hereby authorizes BROKER to:

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

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

152 **18. SELLER'S REPRESENTATIONS AND WARRANTIES.** SELLER hereby represents and warrants
153 to BROKER's FIRM:

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

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

166 _____ / _____ SELLER warrants and represents to BROKER and
167 BROKER's FIRM that SELLER is **not** a foreign person under FIRPTA.

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

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169 **20. ADDITIONAL PROVISIONS.** _____
170 _____
171 _____
172 _____

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

BROKER (printed) _____

BROKER Signature _____

Date of BROKER's Signature _____

Phone _____

Email _____

BROKER's License # _____

BROKER's FIRM (printed) _____

Address _____

Address _____

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 _____

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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 _____

Capacity _____

On Behalf of _____
