

PROPERTY ADDRESS: _____ CITY, STATE _____

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

2. **EXCLUSIVE RIGHT TO SELL.** In consideration for the services to be rendered by the undersigned BROKER's FIRM, the undersigned SELLER hereby grants to BROKER's FIRM the exclusive right to sell the property located at the address set forth above and more particularly described on the attached and incorporated RMLS Listing Data Input Form and/or In-Progress Agent Full Report (the "Property").

This listing is:

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

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

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

For purposes of this Section, marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public. SELLER further allows BROKER's FIRM a reasonable time after termination or expiration of this Agreement to close any transaction on which earnest money has been paid, or a promissory note for earnest money has been tendered. No extension or renewal of this Agreement shall be effective unless it is in writing signed by SELLER and authorized signatory of BROKER's FIRM.

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

4. **TERM.** This Agreement is effective when fully signed by all parties, and shall terminate at 11:59 p.m. on _____, _____. Such termination date shall not be more than 24 months from the effective date.

5. **BROKERAGE FEE.** SELLER shall pay a brokerage fee as set forth in Section 6 below in an amount equal to _____% of the selling price or option exercise price of the Property or \$_____. SELLER acknowledges this sum is owed and payable to BROKER's FIRM under Section 6 below, ~~regardless of whether it shall be shared by BROKER's FIRM as set forth below.~~ The brokerage fee is not set by law and is fully negotiable.

~~If buyer is represented by an RMLS subscriber ("Cooperating Firm"), BROKER's FIRM shall offer, from the brokerage fee, compensation to the Cooperating Firm of _____% of the selling price or option exercise price of the Property or \$_____. SELLER acknowledges that the Cooperating Firm~~

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~~does not represent SELLER in any capacity. If both of the above spaces are left blank, then no offer of compensation shall be made to the Cooperating Firm unless otherwise agreed upon in writing. If a buyer is represented by a non-RMLS subscriber and compensation is to be offered, such compensation shall be reflected in the Additional Provisions below or in a written addendum to this Agreement. Additionally, any variation in the compensation to be paid to BROKER's FIRM based on disclosed limited agency or other factors shall be reflected in the Additional Provisions section contained herein or in a written addendum to this Agreement.~~

SELLER hereby irrevocably assigns to BROKER's FIRM the proceeds of such transaction to the extent of BROKER's FIRM's fee and irrevocably instructs the escrow agent, if any, to pay BROKER's FIRM's fee at closing out of such proceeds.

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

- (a) finds a buyer ready, willing, and able to purchase the Property for the price and terms set forth in the attached RMLS Listing Data Input Form or such other price and terms as SELLER may accept; or
- (b) sells the Property to any buyer during the term of this Agreement or within _____ (_____) days after termination of this Agreement.

IF SELLER ELECTS TO CANCEL THE AUTHORITY HEREBY GIVEN OR TERMINATE THIS AGREEMENT PRIOR TO EXPIRATION OF ITS TERM, SELLER WILL BE OBLIGATED TO PAY THE FULL COMPENSATION SET FORTH IN SECTION 5 ABOVE TO BROKER'S FIRM. Section 6 (b) above shall not apply if, following the termination of this Agreement, SELLER lists the Property for sale with another duly licensed real estate broker and if the application of such section would result in SELLER's liability for more than one brokerage fee. The term "sale" shall include any exchange or trade to which SELLER consents. In the event of an exchange, trade or lease option, BROKER's FIRM is permitted to represent and receive compensation from both parties.

7. DISBURSEMENT. In the event of forfeiture of earnest money for any transaction relating to this Agreement, the earnest money shall be disbursed as follows: SELLER _____% BROKER's FIRM _____% OR (check if applicable) ☐ to BROKER's FIRM to the extent of the brokerage fee, with balance to SELLER.

SELLERS' Initials _____ / _____

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

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

- (a) if authorized pursuant to Section 11 below, place a "for sale" sign on the Property and remove all other similar signs;
- (b) turn on, or leave on, all utilities serving the Property and authorize utility providers to do so in order to show the Property, all at SELLER's expense;

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- (c) obtain and disclose any information pertaining to any present encumbrance on the Property;
- (d) if authorized pursuant to Section 10 below, obtain a key to the Property and place such key in a lock box on the exterior of the Property, with recognition that SELLER bears any risk of loss or damage associated with the use of such lock box (SELLER should consult SELLER's homeowner's insurance policy to determine coverage);
- (e) have access to Property for purposes of showing it to prospective buyers at any reasonable hour;
- (f) place information regarding this listing and the Property in the RMLS;
- (g) disclose sale information including the selling price and any amount that the SELLER pays on behalf of the buyer for buyer's closing costs and prepaid items after closing of a sale of the Property;
- (h) accept deposits on SELLER's behalf. ~~BROKER's FIRM is authorized to cooperate with other brokers and to share with such other brokers any commissions or compensation payable under this Agreement;~~ and
- (i) communicate with SELLER by telephone, facsimile, e-mail, and /or other electronic means even after the term of this Agreement.

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

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

11. SIGN. SELLER ☐ does ☐ does not (check one) authorize BROKER's FIRM to place a sign on the Property.

12. INTERNET. SELLER ☐ does ☐ does not (check one) authorize BROKER's FIRM to advertise the Property on the Internet.

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

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

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

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

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

Notwithstanding the following provisions, SELLER, BROKER’s FIRM and the licensees, if any, mutually agree that all Claims within the jurisdiction of the Small Claims Court shall be brought and decided there, in lieu of mediation, arbitration or litigation in any other court of law. No party shall have a right to request a jury trial and remove the matter from Small Claims Court, notwithstanding any right contained in Oregon law, and a judgment in Small Claims Court shall be final and binding under all circumstances.

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

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

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

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

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

- (a) deliver a copy of such Disclosure Statement to any prospective Buyer; and

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(b) rely solely upon SELLER's representations set forth in this Agreement and in the Disclosure Statement without further inquiry or diligence on BROKER's part.

18. REQUIRED DETECTORS. Oregon ~~Real Estate~~ laws requires SELLER to install an approved SMOKE DETECTOR(s) and approved CARBON MONOXIDE DETECTOR(s) in the building(s) located on the Property. SELLER will install approved smoke detector(s) and approved carbon monoxide detector(s) in the building(s) located on the Property, as required by law.

19. SELLER'S REPRESENTATIONS AND WARRANTIES. SELLER hereby represents and warrants to BROKER's FIRM:

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

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

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

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

21. ADDITIONAL PROVISIONS. _____

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

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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 # _____

PROPERTY ADDRESS: _____ CITY, STATE _____

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 _____

Capacity _____

On Behalf of _____