

PROPERTY ADDRESS: _____ CITY, STATE _____

1. Exclusive Right to Sell. In consideration for the services to be rendered by the undersigned PRINCIPAL BROKER, the undersigned SELLER hereby grants to PRINCIPAL BROKER the exclusive right to sell the property located at the address set forth above and more particularly described on the RMLS™ Listing Data Input Form hereto attached (the "Property").

2. Term. This Agreement is effective when signed, and shall terminate at 11:59 p.m. on _____, _____ Date marketing to begin is _____, _____, which will be the List Date published in RMLS™. Marketing includes, but is not limited to, placing any yard sign, social media or internet exposure, publication in RMLS™, broker tours and direct marketing to any other real estate professionals or consumers. If any such marketing is to occur before RMLS™ publication, the Authorization to Exclude from MLS Addendum must be completed and submitted to RMLS™. SELLER further allows PRINCIPAL BROKER a reasonable time after termination of this Agreement to close any transaction on which earnest money is then deposited. No extension or renewal of this Agreement shall be effective unless it is in writing signed by SELLER and PRINCIPAL BROKER.

3. Right to Compensation. In consideration for the services herein described, SELLER shall pay PRINCIPAL BROKER the brokerage fee set forth in Section 17 below if SELLER sells or agrees to sell the Property during the term of this Agreement or any extension or renewal hereof, or if PRINCIPAL BROKER or any cooperating broker, including, but not limited to, a buyer's broker:

(a) finds a buyer ready and willing to purchase the Property, or to lease the Property with an option 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) places SELLER in contact with a person to whom SELLER sells the Property or leases the Property with an option to purchase during the term of this Agreement or within _____ (_____) days after termination of this Agreement; ~~or (c) is the procuring cause of an agreement to sell the Property or lease the Property with an option to purchase.~~

Section 3 (b) ~~and (c)~~ 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(s) would result in SELLER'S liability for more than one brokerage fee. The term "sale" shall include any exchange, trade, or lease option to which SELLER consents. In the event of an exchange, trade, or lease option, PRINCIPAL BROKER is permitted to represent and receive compensation from both parties. SELLER hereby agrees to pay PRINCIPAL BROKER the compensation set forth in the following sentence in consideration of PRINCIPAL BROKER's agreement to permit SELLER to terminate this Agreement before its expiration.

If SELLER terminates this Agreement before its expiration or any extension hereof, and if no additional compensation is owed as provided in Section 3 (a) ~~(b)~~ or ~~(c)~~ above, SELLER shall pay the following percentage of the commission that would be due from a sale of the Property at the listing price:

(i) if terminated within _____ (_____) days after the date of this Agreement (forty-five [45] if left blank), _____ percent (25% if left blank); or,

(ii) if terminated more than _____ (_____) days after the date of this Agreement (forty-five [45] if left blank), _____ percent (50% if left blank).

SELLER shall pay the compensation set forth in the preceding sentence to PRINCIPAL BROKER contemporaneously with SELLER's termination of this Agreement, but such payment shall not relieve SELLER from the obligation to pay the balance of the compensation provided for in Section 3 (a), ~~(b)~~ or ~~(c)~~ above should any event described in such subsections occur.

4. Services; Authority. PRINCIPAL BROKER will market the Property, and in connection therewith, SELLER hereby authorizes PRINCIPAL BROKER to do the following: (a) place a "for sale" sign on the Property and to 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; (c) obtain and disclose any information pertaining to any present encumbrance on the Property; (d) if authorized pursuant to Section 12 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) accept deposits on SELLER'S behalf. PRINCIPAL BROKER is authorized to cooperate with other brokers and to divide with such other brokers any commissions or compensation payable under the Agreement; and (h) communicate with SELLER by telephone, facsimile, ~~and/or e-mail~~, and/or other electronic means even after the term of this Listing. 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.

Sellers'
Initials

PROPERTY ADDRESS: _____ CITY, STATE _____

5. Agency. Seller has received and read a copy of the Initial Agency Disclosure Pamphlet.

6. SELLER'S Representation and Warranties. SELLER hereby represents and warrants to PRINCIPAL BROKER: (a) that the undersigned SELLER has full authority to enter into this Agreement and to convey the Property to a buyer; (b) that SELLER has completed the Disclosure Statement referred to in Section 11, if any, accurately based upon SELLER'S personal knowledge and information, and PRINCIPAL BROKER has not made any statement, representation, warranty, investigation, test or other inquiry into the accuracy or adequacy of SELLER'S disclosures; (c) the information on the attached Listing Data Input Form is correct and complete; (d) as of the date(s) 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 writing to PRINCIPAL BROKER; and (e) before closing of any transaction, SELLER will install an approved smoke detector and approved carbon monoxide detector(s) in the building(s) located on the Property, as required by law.

7. Indemnity. SELLER shall defend, indemnify and hold harmless PRINCIPAL BROKER, 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 PRINCIPAL BROKER relating to the Property.

8. Attorney's Fees. If PRINCIPAL BROKER or any cooperating broker refers this Agreement to an attorney for collection of the compensation due hereunder, SELLER shall pay the costs and reasonable attorney's fees of PRINCIPAL BROKER 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 attorney's fees and costs in connection with such mediation, arbitration or litigation and in any appeal therefrom and enforcement thereof.

9. 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 age, race, color, religion, sex, handicap, marital status, familial status, or national origin.

10. Dispute Resolution. SELLER and PRINCIPAL BROKER, 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: (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, PRINCIPAL BROKER 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.

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, PRINCIPAL BROKER 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, PRINCIPAL BROKER 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, PRINCIPAL BROKER, 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.

Sellers' Initials

PROPERTY ADDRESS: _____ CITY, STATE _____

11. Disclosure Statement. Unless exempt, SELLER has completed a Seller's Property Disclosure Statement regarding the Property as provided by Oregon law, and SELLER hereby authorizes BROKER to: (a) deliver a copy of such Disclosure Statement to any prospective Buyer; and (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.

12. Lockbox. SELLER does does not (check one) authorize PRINCIPAL BROKER to place a lockbox on the Property.

13. Internet. SELLER does does not (check one) authorize PRINCIPAL BROKER to advertise the property on the Internet.

14. 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.

15. Additional Provisions. _____

16. Modification. No provision of this Agreement, including, without limitation, the amount of the brokerage fee set forth in section 17, may be modified except in writing signed by SELLER and by PRINCIPAL BROKER.

17. Brokerage Fee. SELLER shall pay a brokerage fee as set forth in Section 3 above in an amount equal to _____% of the selling price or option exercise price of the Property or \$ _____. SELLER hereby irrevocably assigns to PRINCIPAL BROKER the proceeds of such transaction to the extent of PRINCIPAL BROKER'S fee and irrevocably instructs the escrow agent, if any, to pay PRINCIPAL BROKER'S fee at closing out of such proceeds. List Price \$ _____. In the event of forfeiture of earnest money for any transaction relating to this listing service agreement, the earnest money shall be disbursed as follows: SELLER _____% PRINCIPAL BROKER _____% OR (check if applicable) to PRINCIPAL BROKER to the extent of the brokerage fee, with balance to SELLER.

BROKER Signature _____

BROKER (printed) _____

Date of BROKER'S Signature _____

FIRM NAME _____

BROKER'S License # _____

PRINCIPAL BROKER Signature _____

PRINCIPAL BROKER (printed) _____

Date of PRINCIPAL BROKER'S Signature _____

Phone _____

BROKERAGE License # _____

SELLER Signature _____

SELLER (printed) _____

Date of SELLER'S Signature _____

SELLER Signature _____

SELLER (printed) _____

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

Date of SELLER'S Signature _____

ADDRESS _____

ADDRESS _____

Phone (w) _____ (h) _____

Email _____

PROPERTY ADDRESS: _____ **CITY, STATE** _____

1. Exclusive Right to Sell. In consideration for the services to be rendered by the BROKER designated below, the undersigned SELLER hereby grants to BROKER's FIRM designated below the exclusive right to sell the property located at the address set forth above and more particularly described on the RMLS™ Listing Data Input Form hereto attached (the "Property").

2. Term. This Agreement is effective when signed, and shall terminate at 11:59 p.m. on _____, _____. Date marketing to begin is _____, _____, which will be the List Date published in RMLS™. Marketing includes, but is not limited to, placing any yard sign, social media or internet exposure, publication in RMLS™, broker tours and direct marketing to any other real estate professionals or consumers. If any such marketing is to occur before RMLS™ publication, the Authorization to Exclude from MLS Addendum must be completed and submitted to RMLS™. SELLER further allows BROKER's FIRM a reasonable time after termination of this Agreement to close any transaction on which earnest money is then deposited. 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. Right to Compensation. In consideration for the services herein described, SELLER shall pay BROKER's FIRM the brokerage fee set forth in Section 16 below if BROKER's FIRM or any cooperating broker, including, but not limited to, a buyer's broker: (a) finds a buyer ready and willing 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) places SELLER in contact with a person to whom SELLER sells the Property during the term of this Agreement or within _____ (_____) days after termination of this Agreement; ~~or (c) is the procuring cause of an agreement to sell the Property.~~ In any event, SELLER shall pay the compensation set forth in Section 16 below to BROKER's FIRM if SELLER cancels the authority hereby given or if SELLER sells or agrees to sell the Property during the term of this Agreement or any extension or renewal hereof. Section 3(b) ~~and (c)~~ 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(s) 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.

4. Services; Authority. BROKER will market the Property, and in connection therewith, SELLER hereby authorizes BROKER and BROKER's FIRM to do the following: (a) place a "for sale" sign on the Property and to 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; (c) obtain and disclose any information pertaining to any present encumbrance on the Property; (d) if authorized pursuant to Section 12 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) accept deposits on SELLER's behalf. BROKER's FIRM is authorized to cooperate with other brokers and to divide with such other brokers any commissions or compensation payable under the Agreement; and (h) communicate with SELLER by telephone, facsimile and/or e-mail even after the term of this Listing. 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.

5. Agency/Dual Agency. 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, except that SELLER authorizes other brokers affiliated with BROKER's FIRM to act as subagents on SELLER's behalf as and when needed. Any broker other than BROKER who procures a prospective buyer for the Property will not be representing SELLER and may represent a buyer.

SELLER agrees that if the Property is sold to a buyer represented by one of BROKER's FIRM's brokers other than BROKER, then SELLER consents to BROKER's FIRM acting as a dual agent. SELLER further agrees that if the Property is sold to a buyer also represented by BROKER, then SELLER consents to BROKER and BROKER's FIRM acting as dual agents. SELLER acknowledges that a dual agent represents both parties to a transaction; that the parties' interest in the transaction may differ, and that a dual agent is not permitted to give advice to either party, or disclose to either party to the detriment of the other party, promote or advocate the interest of either party over the other party, or disclose to either party confidential information from or concerning the other party. SELLER agrees that different brokers affiliated with BROKER's FIRM may represent different sellers in competing transactions involving the same buyer, and that this shall not be considered action by BROKER's FIRM that is adverse or detrimental to the interests of either seller, nor shall it be considered a conflict of interest on the part of BROKER's FIRM. SELLER acknowledges receipt of the pamphlet entitled "The Law of Real Estate Agency." If BROKER's FIRM acts as dual agent, BROKER's FIRM shall be entitled to the entire commission payable under this Agreement plus any additional compensation BROKER's FIRM may have negotiated with the buyer.

Sellers' Initials

RMLS™ WASHINGTON EXCLUSIVE RIGHT TO SELL - LISTING CONTRACT (cont.)

PROPERTY ADDRESS: _____ **CITY, STATE** _____

6. SELLER’S Representations and Warranties. SELLER hereby agrees and warrants to BROKER and BROKER’S FIRM: (a) that the undersigned SELLER has full authority to enter into this Agreement and to convey the Property to a buyer; (b) that SELLER has completed the Disclosure Statement referred to in Section 11, if any, accurately based upon SELLER’s personal knowledge and information; and neither BROKER nor anyone in BROKER’S FIRM has made any statement, representation, warranty, investigation, test or other inquiry into the accuracy or adequacy of SELLER’s disclosures; (c) the information on the attached Listing Data Input Form is correct and complete; (d) as of the date(s) 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 writing to BROKER’S FIRM; ~~and~~ (e) before closing of any transaction, SELLER will install an approved smoke detector and approved carbon monoxide detector(s) in the building(s) located on the Property, as required by law; and (f) SELLER acknowledges that it is a violation of RCW 9.73.030 to intercept or record conversations of persons in the Property without first obtaining their consent.

7. Indemnity. SELLER shall defend, indemnify, and hold harmless BROKER, BROKER’S FIRM, and any cooperating broker(s) 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 or BROKER’S FIRM relating to the Property.

8. 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.

9. 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 age, race, color, religion, sex, handicap, marital status, familial status or national origin.

10. Dispute Resolution. SELLER and BROKER, and BROKER’S FIRM, if any, agree that all claims, controversies or disputes, including those for rescission (collectively, “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: (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 Washington or Federal Rules of Civil Procedure shall not constitute a waiver of the right or duty to use the procedures specified below.

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 organized-adopted mediation program (collective, the “System”). Provided, however, if the System is not then available through the licensee’s Association of REALTORS®, then SELLER, BROKER, and BROKER’S FIRM 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 Washington 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, and BROKER’S FIRM 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, then SELLER, BROKER, and BROKER’S FIRM shall not be required to participate in arbitration.

11. Disclosure Statement. Unless SELLER is exempt under RCW 64.06, SELLER shall provide to BROKER as soon as reasonably practicable a completed and signed Real Property Transfer Disclosure Statement. SELLER shall defend, indemnify, and hold harmless BROKER and BROKER’S FIRM from any and all claims arising out of such Real Property Transfer Disclosure Statement, including any claims that the information provided by SELLER may be false or misleading.

12. Lockbox. SELLER does does not (check one) authorize BROKER’S FIRM to place a lockbox on the Property.

Sellers’
Initials

RMLS™ WASHINGTON EXCLUSIVE RIGHT TO SELL - LISTING CONTRACT (cont.)

PROPERTY ADDRESS: _____ **CITY, STATE** _____

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

14. Modification. No provision of this Agreement, including, without limitation, the amount of the brokerage fee set forth in Section 16, may be modified except in writing signed by SELLER and by authorized signatory of BROKER's FIRM.

15. No Distressed Home Conveyance. BROKER, BROKER's FIRM and SELLER will not enter into a "distressed home conveyance" within the meaning of RCW 61.34.020, *et seq.*, without executing a separate written agreement and otherwise complying with Washington law with respect to such conveyance.

16. Brokerage Fee. SELLER shall pay a brokerage fee as set forth in Section 3 above in an amount equal to _____% of the selling price or option exercise price of the Property or \$ _____. SELLER hereby irrevocably instructs the escrow agent, if any, to pay BROKER's FIRM's fee at closing out of such proceeds. List Price \$ _____. In the event of forfeiture of earnest money for any transaction relating to this listing service 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.

17. 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.

18. Additional Provisions. _____

19. 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.

BROKER Signature _____

BROKER (printed) _____

Date of BROKER Signature _____

BROKER'S License # _____

BROKER's FIRM _____

BROKER's FIRM's Assumed Name _____

(If applicable)

ADDRESS _____

Phone _____

Email _____

BROKERAGE License # _____

SELLER Signature _____

SELLER (printed) _____

Date of SELLER'S Signature _____

SELLER Signature _____

SELLER (printed) _____

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

Date of SELLER'S Signature _____

ADDRESS _____

Phone (w) _____ (h) _____

Email _____

PROPERTY ADDRESS: _____ CITY, STATE _____

Description of Premises: _____

1. Exclusive Right to Lease. In consideration for the services to be rendered by the undersigned PRINCIPAL BROKER, the undersigned Lessor hereby grants to PRINCIPAL BROKER the exclusive right to lease the property located at the address set forth above and more particularly described on the RMLS™ Listing Data Input Form hereto attached (the “Property”).

2. Term. This Agreement is effective when signed, and shall terminate at 11:59 p.m. on _____, _____, _____; Date marketing to begin, including input into RMLS™, is _____, _____, _____. LESSOR further allows PRINCIPAL BROKER a reasonable time after termination of this Agreement to execute any lease then being negotiated. No extension or renewal of this Agreement shall be effective unless it is in writing signed by LESSOR and PRINCIPAL BROKER.

3. Right to Compensation. In consideration for the services herein described, LESSOR shall pay PRINCIPAL BROKER the leasing commission fee set forth in Section 14 below if LESSOR leases or agrees to lease the Property during the term of this Agreement or any extension or renewal hereof, or if PRINCIPAL BROKER or any cooperating broker, including, but not limited to, a buyer's broker: (a) finds a reasonably satisfactory lessee ready and willing to lease the Property for the rent and on the terms set forth in the attached RMLS™ Listing Data Input Form or such other rent and terms as LESSOR may accept; or (b) places LESSOR in contact with a person to whom LESSOR leases the Property during the term of this Agreement or within _____ (____) days after termination of this Agreement; ~~or (c) is the procuring cause of an agreement to lease the Property.~~ Section 3 (b) ~~and (c)~~ above shall not apply if, following the termination of this Agreement, LESSOR lists the Property for lease with another duly licensed real estate broker and if the application of such section(s) would result in LESSOR'S liability for more than one leasing commission. The term “lease” shall include any exchange, trade, or lease option to which LESSOR consents. In the event of an exchange, trade, or lease option, PRINCIPAL BROKER is permitted to represent and receive compensation from both parties. LESSOR hereby agrees to pay PRINCIPAL BROKER the compensation set forth in the following sentence in consideration of PRINCIPAL BROKER'S agreement to permit LESSOR to terminate this Agreement before its expiration. If LESSOR terminates this Agreement before its expiration or any extension hereof, and if no additional compensation is owed as provided in Section 3 (a) ~~(b)~~ or ~~(c)~~ above, LESSOR shall pay the following percentage of the commission that would be due from a lease of the Property for the first ____ years of a tenancy at the asking base rental rate: (i) if terminated within _____ (____) days after the date of this Agreement (forty-five [45] if left blank), ____ percent (25% if left blank); or (ii) if terminated more than _____ (____) days after the date of this Agreement (forty-five [45] if left blank), ____ percent (50% if left blank). LESSOR shall pay the compensation set forth in the preceding sentence to PRINCIPAL BROKER contemporaneously with LESSOR'S termination of this Agreement, but such payment shall not relieve LESSOR from the obligation to pay the balance of the compensation provided for in Section 3 (a), ~~(b)~~ or ~~(c)~~ above should any event described in such subsections occur.

4. Services; Authority. PRINCIPAL BROKER will market the Property, and in connection therewith, LESSOR hereby authorizes PRINCIPAL BROKER to do the following: (a) if authorized in Section 12, place a “for lease” or “available” sign on the Property and to 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 LESSOR'S expense; (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 LESSOR bears any risk of loss or damage associated with the use of such lock box (LESSOR should consult LESSOR'S insurance policy to determine coverage); (e) have access to Property for purposes of showing it to prospective lessees at any reasonable hour; (f) place information regarding this listing and the Property in the RMLS™ Multiple Listing Service; (g) accept deposits on LESSOR'S behalf. PRINCIPAL BROKER is authorized to cooperate with other brokers and to divide with such other brokers any commissions or compensation payable under the Agreement; and (h) communicate with LESSOR by telephone, facsimile, and/or e-mail, and/or other electronic means even after the term of this Listing. LESSOR hereby authorizes RMLS™ to use, relicense, repurpose, display and otherwise deal with photos and data regarding the Property, without compensation to the LESSOR. Such authority shall survive expiration or termination of this Agreement, and includes the authorization to publish information about the lease after listing is leased.

5. LESSOR'S Representation and Warranties. LESSOR hereby represents and warrants to PRINCIPAL BROKER: (a) that the undersigned LESSOR has full authority to enter into this Agreement; (b) that LESSOR will disclose to PRINCIPAL BROKER and to prospective LESSEES any and all known information regarding zoning, environmental matters and condition of the listed property, and PRINCIPAL BROKER has not made any statement, representation, warranty, investigation, test or other inquiry into the accuracy or adequacy of LESSOR'S disclosures; (c) the information on the attached Listing Data Input Form is correct and complete; and (d) as of the date(s) of the lease of the Property, all aspects of the Property will be in substantially their present condition and free of material defects.

6. Indemnity. LESSOR shall defend, indemnify and hold harmless PRINCIPAL BROKER, 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 PRINCIPAL BROKER relating to the Property.

7. Attorney's Fees. If PRINCIPAL BROKER or any cooperating broker refers this Agreement to an attorney for collection of the compensation due hereunder, LESSOR shall pay the costs and reasonable attorney's fees of PRINCIPAL BROKER or any cooperating broker regardless of whether mediation is conducted or arbitration or litigation is filed. If mediation is conducted or if

PROPERTY ADDRESS: _____ CITY, STATE _____

arbitration or litigation is filed in connection with any dispute relating to this Agreement, the prevailing party shall be entitled to its attorney's fees and costs in connection with such mediation, arbitration or litigation and in any appeal there from and enforcement thereof.

8. Compliance with Law. LESSOR shall comply with all laws relating to the Property and the lease thereof, including without limitation, the obligation to offer the Property for lease to any person without regard to age, race, color, religion, sex, handicap, marital status, familial status, or national origin.

9. Dispute Resolution. LESSOR and PRINCIPAL BROKER, 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 lease execution. Provided, however, the following matters shall not constitute Claims: (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 Federal Rules of Civil Procedure, or the rules of the state in which the property is located, shall not constitute a waiver of the right or duty to use the procedures specified below.

Notwithstanding the following provisions, LESSOR, PRINCIPAL BROKER 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.

If LESSOR 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 LESSOR, PRINCIPAL BROKER 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 laws of the state in which the property is located. 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. LESSOR, PRINCIPAL BROKER 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 LESSOR, PRINCIPAL BROKER, 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 MAY BE LIMITED BY THE LAW OF THE STATE IN WHICH THE PROPERTY IS LOCATED.

10. Lock Box. LESSOR _____ does _____ does not (check one) authorize PRINCIPAL BROKER to place a lock box on the Property.

11. Internet. LESSOR _____ does _____ does not (check one) authorize PRINCIPAL BROKER to advertise the property on the Internet.

12. "For Lease" or "Available" Sign. LESSOR _____ does _____ does not (check one) authorize PRINCIPAL BROKER to place a sign on the property.

13. Modification. No provision of this Agreement, including, without limitation, the amount of the leasing commission set forth in section 14, may be modified except in writing signed by LESSOR and by PRINCIPAL BROKER.

14. Leasing Commission. (Check one box) LESSOR shall pay a leasing commission as set forth in Section 3 above in an amount equal to _____ % of the aggregate base rental for the Property for the proposed term of the lease, excluding extensions or \$ _____. LESSOR hereby irrevocably assigns to PRINCIPAL BROKER the proceeds of such transaction to the extent of PRINCIPAL BROKER'S fee and irrevocably instructs the escrow agent, if any, to pay PRINCIPAL BROKER'S fee at lease execution out of such proceeds, or see attached schedule.

15. Sale of the Property. (Check one box) If a sale of the property takes place during the term of this Agreement, the Seller (LESSOR) agrees to pay a sales commission in an amount equal to _____ % of the selling price of the Property, or see attached.

Date of BROKER'S signature _____

BROKER Signature _____

BROKER'S License # _____

FIRM NAME _____

Date of PRINCIPAL BROKER'S signature _____

PRINCIPAL BROKER Signature _____

Phone: _____

Date of LESSOR'S signature _____

LESSOR _____

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

ADDRESS _____

ADDRESS _____

Phone (w) _____ (h) _____

BROKERAGE License # _____

Email _____

Commercial Lease