

PROPERTY ADDRESS: Sample 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 Sample, ,
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 Sample, (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 and Public Marketing must be completed and
21 submitted to RMLS™.

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

29 **3. LIST PRICE.** List Price \$ Sample.

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

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

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

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

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

- 51 (a) finds a buyer ready, willing, and able to purchase the Property for the price and terms set forth
52 in the attached RMLS™ Listing Data Input Form or such other price and terms as SELLER may
53 accept; or
54 (b) places SELLER in contact with a person to whom SELLER sells the Property during the term
55 of this Agreement or within Sample (_____) days after termination of this
56 Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

Sellers' Initials

Sample

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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.

15. 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.

16. 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
- (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.

17. REQUIRED DETECTORS. Oregon Real Estate laws require 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.

18. 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 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.

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

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

171 **20. ADDITIONAL PROVISIONS.** _____

172 _____

173 Sample _____

174 _____

BROKERAGE License # _____

PROPERTY ADDRESS: _____ **Sample** _____ CITY, STATE _____**SELLER(S):**

SELLER (printed) _____

SELLER Signature _____ **Sample** _____

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 _____ **Sample** _____

Capacity _____

On Behalf of _____