

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 BROKER’s FIRM.

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

30 **4. TERM.** This Agreement is effective when signed, and shall terminate at 11:59 p.m. on
31 _____.

32 **5. BROKERAGE FEE.** SELLER shall pay a brokerage fee as set forth in Section 8 below in an
33 amount equal to _____% of the selling price or option exercise price of the Property or \$
34 _____. SELLER hereby irrevocably assigns to BROKER’s FIRM the proceeds of such transaction
35 to the extent of BROKER’s FIRM’S fee and irrevocably instructs the escrow agent, if any, to pay
36 BROKER’s FIRM’S fee 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
39 FIRM _____% OR (check if applicable) to BROKER’s FIRM to the extent of the brokerage
40 fee, with balance to SELLER. SELLERS’ Initials _____ / _____

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

Sellers’ Initials

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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
 50 forth in the attached RMLS™ Listing Data Input Form or such other price and terms as SELLER
 51 may 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 of
 57 this Agreement or any extension or renewal hereof. Section 8 (b) above shall not apply if, following the
 58 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
 64 therewith, SELLER hereby authorizes BROKER's FIRM to do the following: (a) place a "for sale" sign
 65 on the Property and to remove all other similar signs; (b) turn on, or leave on, all utilities serving the
 66 Property and authorize utility providers to do so in order to show the Property, all at SELLER'S expense;
 67 (c) obtain and disclose any information pertaining to any present encumbrance on the Property; (d) if
 68 authorized pursuant to Section 10 below, obtain a key to the Property and place such key in a lock box
 69 on the exterior of the Property, with recognition that SELLER bears any risk of loss or damage
 70 associated with the use of such lock box (SELLER should consult SELLER'S homeowner's insurance
 71 policy to determine coverage); (e) have access to Property for purposes of showing it to prospective
 72 buyers at any reasonable hour; (f) place information regarding this listing and the Property in the
 73 RMLS™; (g) accept deposits on SELLER'S behalf. BROKER's FIRM is authorized to cooperate with
 74 other brokers and to share with such other brokers any commissions or compensation payable under this
 75 Agreement; and (h) communicate with SELLER by telephone, facsimile, e-mail, and /or other electronic
 76 means even after the term of this Agreement. SELLER hereby authorizes RMLS™ to use, relicense,
 77 repurpose, display and otherwise deal with photos and data regarding the Property, without
 78 compensation to the SELLER. Such authority shall survive expiration or termination of this Agreement.
 79 Tenant occupancy – if tenant(s) occupies property, and authority from the tenant(s) is required for
 80 BROKER's FIRM to do any of the items listed in Section 9, SELLER shall obtain such authority from
 81 tenant(s).

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

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

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

Sellers' Initials

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

98 **14. DISPUTE RESOLUTION.** SELLER and BROKER's FIRM, including the licensees of each, if
99 any, agree that all claims, controversies or disputes, including those for rescission (hereinafter
100 collectively referred to as "Claims"), relating directly or indirectly to this Agreement, shall be resolved
101 in accordance with the procedures set forth herein which shall expressly survive closing. Provided,
102 however, the following matters shall not constitute Claims: (a) any proceeding to collect, interpret or
103 enforce any mortgage, trust deed, land sale contract, or recorded construction lien; (b) a forcible entry
104 and detainer action; (c) any dispute between REALTORS® which is subject to the Professional
105 Standards Arbitration provisions of the National Association of REALTORS®. The filing of a notice of
106 pending action ("*lis pendens*") or the application to any court for the issuance of any provisional process
107 or similar remedy described in the Oregon or Federal Rules of Civil Procedure shall not constitute a
108 waiver of the right or duty to use the procedures specified below.

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

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

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

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

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

Sellers' Initials

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PROPERTY ADDRESS: _____ CITY, STATE _____

136 **16. SELLER'S PROPERTY DISCLOSURE STATEMENT.** As required by Oregon law, SELLER
137 will complete the Seller's Property Disclosure Statement accurately based upon SELLER's personal
138 knowledge and information. BROKER's FIRM has not made any statement, representation, warranty,
139 investigation, test or other inquiry into the accuracy or adequacy of SELLER's disclosures. SELLER
140 hereby authorizes BROKER to: (a) deliver a copy of such Disclosure Statement to any prospective
141 Buyer; and (b) rely solely upon SELLER'S representations set forth in this Agreement and in the
142 Disclosure Statement without further inquiry or diligence on BROKER'S part.

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

147 **18. SELLER'S REPRESENTATIONS AND WARRANTIES.** SELLER hereby represents and
148 warrants to BROKER's FIRM: (a) that the undersigned SELLER has full authority to enter into this
149 Agreement and to convey marketable title to the Property to a buyer; (b) the information on the attached
150 Listing Data Input Form is correct and complete; and (c) as of the date(s) of the closing of the sale of
151 the Property and transfer of possession, all aspects of the Property will be in substantially their present
152 condition and free of material defects, except as disclosed in the sale agreement or Seller's Property
153 Disclosure Statement.

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

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

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

163 **20. ADDITIONAL PROVISIONS.** _____
164 _____
165 _____
166 _____

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

FIRM NAME _____

BROKER (printed) _____

BROKER Signature

Date of BROKER'S Signature _____

Phone _____

Email _____

BROKER'S License # _____

PROPERTY ADDRESS: _____ CITY, STATE _____

BROKER'S FIRM - PRINCIPAL BROKER (printed) _____

BROKER'S FIRM - PRINCIPAL BROKER Signature

Date of BROKER'S FIRM - PRINCIPAL BROKER'S Signature _____

Phone _____

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 property in interest

Name _____

Capacity _____

On Behalf of _____

Sellers' Initials

Border Indicates Required Field

Number in () indicates how many selections to choose or circle. Screened number indicates how many characters will fit on a line or space. For Auction Listings check Auction. For Range Price Listings, check Range \$ and use the List/Max and Min Price field boxes. The following Supplement Forms are available: Auction, Amenities, Additional Structure(s), Condo, Farm and Ranches, Floating Home, Green Energy, Non-Owner Occupant, Townhouse/Planned Community and Water Rights.

ML# SYSTEM ASSIGNED

PROPERTY TAX ID# 23, AREA, AUCTION RANGE \$, MIN PRICE 8, LIST/MAX PRICE 8, ADDRESS, CITY 20, ZIP 5, MONTHLY LOT RENT 7, CC&R (1), FARM (1), NEIGHBORHOOD 30, LEGAL 104, ZONING 7, COUNTY 10, LIST TYPE (1), LIMITED REPRESENTATION (1), OFFERS/NEGO INSTRUCTIONS (1), ELEMENTARY SCHOOL 15, MIDDLE SCHOOL 15, HIGH SCHOOL 15

GENERAL: LOT SIZE (1), # ACRES 5.2, LOT DIMENSIONS 20, SELLER DISCLOSURE (1), OTHER DISCLOSURES 20, VIEW (3), WATERFRONT (2), BODY OF WATER NAME 20, LOT DESC. (4)

RESIDENCE: SQ FOOTAGE (EXCLUDING ATTACHED GARAGE), UPPER MAIN LOWER, ADDITIONAL SQFT 5, TOTAL SYST. CALC'D & EDITABLE, SOURCE OF INFO. FOR SQ FOOT 10, YR BLT 4, YR BLT DESC (1), ROOF (1), # BRMS 2, # LEVELS 1, PARKING (2), # GARAGE 1, GARAGE DESC (3), # FIREPLACES 1, SENIOR 55+, WARRANTY (1), RV DESC (3), FIREPLACE DESC (3), STYLE (2), EXT DESC (3), BASEMENT/ FOUNDATION (3)

REMARKS: XSTR/DIR 100, PRIVATE 340, PUBLIC 440

AUTHORIZATION TO POST ON PUBLIC INTERNET SITES: LISTING, PROPERTY ADDRESS (WHERE PERMITTED), DISABLE SPECIFIC VOW AND IDX FUNCTIONALITY: DISABLE 3RD PARTY COMMENTS, DISABLE AVM, VIDEO/VIRTUAL TOUR #1 500, VIDEO/VIRTUAL TOUR #2 500

ML# _____ ADDRESS _____
SYSTEM ASSIGNED

ROUND ALL MEASUREMENTS DOWN TO NEAREST FOOT.

APPROX. ROOM SIZES & DESC.

BATHS		ROOM	LEVEL (1)	SIZE 2 X 2	FEATURE EACH ROOM (3)	
#FULL	#PART					
1	1	MASTER BEDROOM	<input type="text"/>	X		
<input type="text"/>	<input type="text"/>	2ND BEDROOM		X		
<input type="text"/>	<input type="text"/>	3RD BEDROOM		X		
<input type="text"/>	<input type="text"/>	LIVING		X		
<input type="text"/>	<input type="text"/>	KITCHEN		X		
<input type="text"/>	<input type="text"/>	DINING		X		
<input type="text"/>	<input type="text"/>	FAMILY		X		
TOTAL						
<input type="text"/> <input type="text"/>						
<small>SYST. CALC'D</small>						
ADDITIONAL ROOM #1 (1)				X		
ADDITIONAL ROOM #2 (1)				X		
ADDITIONAL ROOM #3 (1)				X		

FEATURES

KITCHEN (10) _____

INTERIOR (10) _____

EXTERIOR (10) _____

ACCESSIBILITY (10) _____

UTIL.

COOL (1) _____ HOT WATER (2) _____ HEAT (3) (1 REQD + 2) _____

FUEL (2) (1 REQD + 1) _____ WATER (2) (1 REQD + 1) _____ SEWER (2) (1 REQD + 1) _____

FINANCIAL

PROP. TAX/YR ^{6,2} _____ SPCL ASMT BALANCE ^{7,2} _____ TAX DEFERRAL _____ BAC ¹⁰ _____ TYPE (1) _____ TOTAL COMMISSION DIFFERS IF SOLD IN-HOUSE _____

PROPERTY TAX YEAR ⁹ _____ TAX DEFERRAL DESCRIPTION ¹⁵ _____ 3RD PARTY TO TRANSACTION _____ SALE REQUIRES APPROVAL OF 3RD Party due to Pending Foreclosure, Relo, Bank Trustee, etc.

SHORT SALE _____ BANK OWNED / REO _____ PRE-APPROVED SHORT SALE PRICE _____ WASHINGTON STATE ONLY: BANKRUPTCY _____

HOA _____ HOA DUES ⁴ \$ _____ HOA FREQUENCY (1) _____ OTHER DUES ⁴ \$ _____ OTHER FREQUENCY (1) _____

TERMS (5) (1 REQD + 4) _____ RENT, IF RENTED ⁷ _____ REQUIRED IF OCCUPIED BY = TENANT

ESCROW PREFERENCE ³⁵ _____

HOA/ SPACE RENT/SLIP RENT INCLUDES: (9) REQUIRED IF HOA = YES OR PROPERTY TYPE = PARK

BROKER/AGENT DATA

BKR CODE ⁶ _____ SELLER'S OFFICE ⁵⁰ _____ PHONE ¹⁰ _____ FAX ¹⁰ _____

SAID ⁸ _____ SELLER'S AGENT ³⁶ _____ PHONE ¹⁰ _____ AGENT CELL /PGR ¹⁰ _____

AGENT E-MAIL ⁵⁰ _____ AGENT EXTENSION ⁵ _____

CO-SELLER'S SAID ⁸ _____ CO-SELLER'S BKR CODE ⁶ _____ CO-SELLER'S AGENT ³⁶ _____ CO-SELLER'S AG PHONE ¹⁰ _____

CO-SELLER'S AGENT E-MAIL ⁵⁰ _____

LIST DATE _____ EXP DATE _____ OCCUPIED BY (1) _____ OREGON STATE ONLY: SELLER PERM. OREGON RESIDENT? _____ POSS (1) _____

LOCK BOX/ LOCATION/ COMBO ¹⁵ _____ OWNER ³⁵ _____ FIRPTA APPLIES 1ST CONTACT ¹⁰ _____ 2ND CONTACT ¹⁰ _____

SHOWING HOURS ⁹ _____ OWNER ² ³⁵ _____

SHOW (3) (1 REQD + 2) _____ TENANT/ OTHER ³⁰ _____

SELLER(S) INITIAL