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 Michael Faunce KELLERWILLIAMS PORTLAND PREMIERE REALTY

Sale Agreement # _____

SELLER'S FEE AGREEMENT

1 **The Parties:** This Fee Agreement is entered into between _____ ("Seller") and (Identify real estate agent and
 2 associated company): **Michael Faunce** and **Keller Williams Portland Premiere Realty** (collectively, "Agent"), and
 3 shall become effective on the date it is signed by all parties

4 **The Property:** Situated in the State of Oregon, County of _____, and commonly known or identified as (Insert
 5 street address, city, zip code, tax identification number, and/or lot-block description, etc.) _____
 6 _____ ("the Property")

7 **SELLER AND AGENT AGREE AS FOLLOWS:**

8 **1. NO AGENCY RELATIONSHIP.** SELLER AND AGENT AGREE THAT AGENT IS NOT AND WILL NOT ACT AS SELLER'S AGENT OR OTHERWISE
 9 ACT ON SELLER'S BEHALF IN REGARDS TO THE ADVERTISING, MARKETING OR SALE OF SELLER'S PROPERTY. Seller understands and
 10 agrees that in all matters involving the Property, Agent represents only the Buyer identified below. In the event Seller desires to obtain any advice,
 11 information or representation regarding the Property, Seller is free at any time to do so through one or more other persons of Seller's choice.
 12 Seller understands that as Buyer's exclusive agent, Agent will act solely in the best interests of Buyer, subject to those affirmative legal
 13 obligations owed to Seller, including honesty and good faith, as may be imposed under Oregon law. Seller understands that while Agent may
 14 participate or assist in the preparation of transactional documents relating to the Property, including a Real Estate Sale Agreement (the "Sale
 15 Agreement") in order to close a transaction with Seller, Agent is doing so for the exclusive benefit of Buyer and will not provide advice or counsel
 16 to Seller on the matter.

17 **2. AGREEMENT TO SELL DURING THE COMPENSATION PERIOD.** If Seller enters into a written Sale Agreement with _____
 18 _____ ("Buyer") during the period commencing on _____ and
 19 ending on _____ ("the Compensation Period") Seller agrees to pay at the time of closing, the Compensation described in
 20 Section 3 below.

21 **3. COMPENSATION.** In accordance with Section 2, above, Seller will pay Principal Broker the following (check one):
 22 **3.5** percent of the Sale Price identified in the final Sale Agreement, or a flat fee in the amount of \$_____. This right of
 23 compensation shall also apply in the event that prior to closing, Buyer transfers or assigns Buyer's rights under the Sale Agreement to a third party approved
 24 by Seller.

25 **4. SELLER COMPLIANCE WITH LAWS.** Seller agrees to comply with all applicable federal, state and local laws and regulations regarding the sale of the
 26 Property, and to hold Agent harmless therefrom. If the sale involves residential property and Seller or Property are not otherwise exempt, Seller will promptly
 27 provide Buyer with a current Oregon form of Seller's Property Disclosure Statement and the Federal lead-based paint information as required by law. In
 28 addition, Seller agrees to comply with all federal, state and local Fair Housing Laws and hold Broker harmless therefrom.

29 **5. TERMS OF SALE AGREEMENT.** To the extent not otherwise inconsistent herein, Seller agrees that in the event Seller enters into a Sale Agreement with
 30 Buyer during the Compensation Period, this Fee Agreement shall be incorporated into and become a part of that Sale Agreement for all purposes, including
 31 dispute resolution.

32 **6. ADDITIONAL TERMS.** In the event that Seller enters in to a Listing agreement the listing fee will be 2.75% plus
 33 the Buyers fee that the seller may select from 2% to 3%. The seller agrees to allow broker to advertise
 34 and show home/property in reasonable manner

35 **7. ENTIRE AGREEMENT.** This Fee Agreement constitutes the entire agreement between Seller and Principal Broker and supersedes all prior written
 36 agreements between them. This Fee Agreement may be modified or amended only in writing signed by Seller and Principal Broker.

37 **SELLER AND BROKER ACKNOWLEDGEMENT**

38 Seller _____ Printed Name _____ Date _____ ←
 39 Seller _____ Printed Name _____ Date _____ ←
 40 Address _____ Zip _____
 41 Seller's Phone Number _____ Seller's E-mail: _____
 42 Buyer's Agent **Michael Faunce** ← Buyer's Agent's Firm **Keller Williams Portland Premiere Realty** Date _____
 43 Buyer's Agent's Firm Address **7504 SW BridgePort, Portland Or 97224** Phone **503 597-2444** FAX **503 597-5010**

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