

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 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 attached and  
9 incorporated RMLS Listing Data Input Form and/or In-Progress Agent Full Report (the "Property").

10 This listing is:

11 \_\_\_\_\_ AN ACTIVE LISTING (ACT). Date marketing to begin is \_\_\_\_\_, \_\_\_\_\_,  
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 \_\_\_\_\_, \_\_\_\_\_ (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. The  
20 Authorization to Exclude from MLS and Public Marketing Addendum 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 \$ \_\_\_\_\_ .

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

33 **5. BROKERAGE FEE.** SELLER shall pay a brokerage fee as set forth in Section 6 below in an amount  
34 equal to \_\_\_\_\_ % of the selling price or option exercise price of the Property or  
35 \$ \_\_\_\_\_. SELLER acknowledges this sum is owed and payable to BROKER's FIRM under Section  
36 6 below. **The brokerage fee is not set by law and is fully negotiable.**

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

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

- 43 (a) finds a buyer ready, willing, and able to purchase the Property for the price and terms set forth
- 44 in the attached RMLS Listing Data Input Form or such other price and terms as SELLER may
- 45 accept; or
- 46 (b) sells the Property to any buyer during the term of this Agreement or within
- 47 \_\_\_\_\_ ( 0 ) days after termination of this Agreement.

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

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

60 SELLERS' Initials \_\_\_\_\_ / \_\_\_\_\_

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

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

- 68 (a) if authorized pursuant to Section 11 below, place a "for sale" sign on the Property and remove
- 69 all other similar signs;
- 70 (b) turn on, or leave on, all utilities serving the Property and authorize utility providers to do so in
- 71 order to show the Property, all at SELLER's expense;
- 72 (c) obtain and disclose any information pertaining to any present encumbrance on the Property;
- 73 (d) if authorized pursuant to Section 10 below, obtain a key to the Property and place such key in a
- 74 lock box on the exterior of the Property, with recognition that SELLER bears any risk of loss or
- 75 damage associated with the use of such lock box (SELLER should consult SELLER's homeowner's
- 76 insurance policy to determine coverage);
- 77 (e) have access to Property for purposes of showing it to prospective buyers at any reasonable hour;
- 78 (f) place information regarding this listing and the Property in the RMLS;
- 79 (g) disclose sale information including the selling price and any amount that the SELLER pays on
- 80 behalf of the buyer for buyer's closing costs and prepaid items after closing of a sale of the Property;
- 81 (h) accept deposits on SELLER's behalf; and
- 82 (i) communicate with SELLER by telephone, facsimile, e-mail, and /or other electronic means even
- 83 after the term of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 152 (a) deliver a copy of such Disclosure Statement to any prospective Buyer; and  
 153 (b) rely solely upon SELLER's representations set forth in this Agreement and in the Disclosure  
 154 Statement without further inquiry or diligence on BROKER's part.

155 **18. REQUIRED DETECTORS.** Oregon law requires SELLER to install an approved SMOKE  
 156 DETECTOR(s) and approved CARBON MONOXIDE DETECTOR(s) in the building(s) located on the  
 157 Property. SELLER will install approved smoke detector(s) and approved carbon monoxide detector(s) in  
 158 the building(s) located on the Property, as required by law.

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

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

Sellers' Initials \_\_\_\_\_

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

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

176 \_\_\_\_\_ / \_\_\_\_\_ SELLER **is** a foreign person under FIRPTA.

177 **21. ADDITIONAL PROVISIONS.** \_\_\_\_\_

178 \_\_\_\_\_  
179 \_\_\_\_\_  
180 \_\_\_\_\_  
181 \_\_\_\_\_  
182 \_\_\_\_\_

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

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 # \_\_\_\_\_

Sellers' Initials \_\_\_\_\_

**RMLS OREGON EXCLUSIVE RIGHT TO SELL - LISTING CONTRACT**

**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 \_\_\_\_\_

Sellers' Initials \_\_\_\_\_