

RESIDENTIAL REAL ESTATE SALE AGREEMENT

FINAL AGENCY ACKNOWLEDGMENT

1 Both Buyer and Seller acknowledge having received the Oregon Real Estate Agency Initial Agency Disclosure Pamphlet, and hereby acknowledge
2 and consent to the following agency relationships in this transaction.

3 **Buyer's Agent(s) Information:**

4 Buyer's Agent 1*: _____ Oregon License #: _____
5 is the agent of: (select one) Buyer exclusively ("Buyer Agency") Both Buyer and Seller ("Disclosed Limited Agency")
6 Name of Real Estate Firm*: _____ Firm License #: _____
7 Buyer's Agent 1's Office Address: _____
8 Phone #1: _____ Phone #2: _____ E-mail: _____

9 Buyer's Agent 2*: _____ Oregon License #: _____
10 is the agent of: (select one) Buyer exclusively ("Buyer Agency") Both Buyer and Seller ("Disclosed Limited Agency")
11 Name of Real Estate Firm*: _____ Firm License #: _____
12 Buyer's Agent 2's Office Address: _____
13 Phone #1: _____ Phone #2: _____ E-mail: _____

14 **Seller's Agent(s) Information:**

15 Seller's Agent 1*: _____ Oregon License #: _____
16 is the agent of: (select one) Seller exclusively ("Seller Agency") Both Buyer and Seller ("Disclosed Limited Agency")
17 Name of Real Estate Firm*: _____ Firm License #: _____
18 Seller's Agent 1's Office Address: _____
19 Phone #1: _____ Phone #2: _____ E-mail: _____

20 Seller's Agent 2*: _____ Oregon License #: _____
21 is the agent of: (select one) Seller exclusively ("Seller Agency") Both Buyer and Seller ("Disclosed Limited Agency")
22 Name of Real Estate Firm*: _____ Firm License #: _____
23 Seller's Agent 2's Office Address: _____
24 Phone #1: _____ Phone #2: _____ E-mail: _____

25 *If Buyer's and/or Seller's Agents and/or Firms are co-selling or co-listing in this transaction, all Agents and Firm names should be disclosed above
26 or in an attached OREF 002 - Addendum to Sale Agreement.

27 If both parties are each represented by one or more Agents in the same Real Estate Firm, and Agents are supervised by the same principal broker
28 in that Real Estate Firm, Buyer and Seller acknowledge that principal broker will become the disclosed limited agent for both Buyer and Seller as
29 more fully explained in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller, and Agent(s).

30 Buyer will sign this acknowledgment at the time of signing this Agreement before submission to Seller. Seller will sign this acknowledgment at the
31 time this Agreement is first submitted to Seller, even if this Agreement will be rejected or a counteroffer will be made. Seller's signature to this Final
32 Agency Acknowledgment will not constitute acceptance of this Agreement or any terms in this Agreement.

33 Buyer _____ Print _____ Date _____ ←

34 Buyer _____ Print _____ Date _____ ←

35 Seller _____ Print _____ Date _____ ←

36 Seller _____ Print _____ Date _____ ←

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RESIDENTIAL REAL ESTATE SALE AGREEMENT

SALE AGREEMENT GENERAL TERMS

37 This Agreement is intended to be a legal and binding contract. If it is not understood, seek competent legal advice before signing. For an explanation
 38 of the printed terms and provisions in this form, Seller and Buyer are encouraged to closely review Section 44 (Definitions) and Section 45
 39 (Miscellaneous). No changes or alterations are permitted to any portion of the pre-printed format or text of this form. Any such proposed changes or
 40 alterations must be made on a separate document.

41 **1. PARTIES/PROPERTY DESCRIPTION/PRICE:** Buyer (*insert name[s]*) _____
 42 _____
 43 offers to purchase from Seller (*insert name[s]*) _____
 44 _____
 45 the following described real property (the "Property") situated in the State of Oregon, County of _____, and commonly
 46 known or identified as: (*complete one or more*)
 47 (a) Street Address: _____
 48 _____; and
 49 (*If the above address does not adequately describe the Property, include the Tax Identification Number and/or other identifying information.*)
 50 (b) Tax Identification Number(s): _____; and
 51 (c) Other Identifying Information (lot/block number, etc.): _____
 52 _____

53 If a complete legal description of the Property is not included in this Agreement, Buyer and Seller will use the legal description provided by Escrow,
 54 defined in Section 30 (Escrow), for purposes of legal identification and conveyance of title.

55 Buyer offers to purchase the Property for the "Purchase Price" (in U.S. currency) of A \$ _____
 56 on the following terms: as earnest money, the sum of (the "Deposit") B \$ _____
 57 on _____, as additional earnest money, the sum of (the "Additional Deposit") C \$ _____
 58 at or before Closing, the balance of the down payment D \$ _____
 59 at Closing and on delivery of the deed contract, the balance of the Purchase Price E \$ _____ **0.00**
 60 will be paid as agreed to in the Financing Sections in this Agreement. (*Lines B, C, D, and E should equal Line A*)

61 **2. FIXTURES/CONTROLS/KEYS:** All fixtures and essential related equipment (for example, remote controls, Smart Home Features, and all keys
 62 related to the Property including mailbox, outbuilding[s], etc.) are to be left on the Property. Fixtures will include but not be limited to: built-in appliances;
 63 attached floor coverings; drapery rods and curtain rods; window and door screens; storm doors and windows; system fixtures (for example, irrigation,
 64 plumbing, ventilating, cooling and heating); water heaters; attached electric light and bathroom fixtures; light bulbs; fluorescent lamps; window blinds;
 65 awnings; fences; all planted shrubs, plants, and trees; except (*describe*) _____
 66 _____
 67 _____ For additional fixtures/controls/keys, see Addendum _____.

68 **3. PERSONAL PROPERTY:** Only the following personal property, in "AS-IS" condition and at no stated value is included: (*describe*)
 69 _____
 70 _____
 71 _____ For additional personal property, see Addendum _____.

FINANCING

72 **4. BUYER REPRESENTATION OF FUNDS:** In this section: (a) "Funds" means the funds required for Closing of the Property, whether they are the
 73 Deposits, down payment, or (if this is an all-cash transaction) the full Purchase Price, but "Funds" does not include the financing described in Sections
 74 6 (Financed) or 7 (Seller-Carried Financing) of this Agreement; and (b) "Liquid" means Funds that are cash or immediately convertible to cash that
 75 are available to Buyer. Buyer represents that, upon signing this Agreement: (*select only one*)

76 (i) all Funds are Liquid;

Buyer Initials _____ / _____ Date _____

Seller Initials _____ / _____ Date _____

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77 (ii) Not all Funds are Liquid; however, all Funds will be Liquid before Closing. This transaction is not contingent upon Buyer obtaining
 78 the following non-contingent Funds before Closing (for example 401K Disbursements): (*identify source of non-liquid Funds*)
 79 _____

80 (iii) This transaction is contingent upon Buyer obtaining Liquid Funds in accordance with the following contingency: (*describe*)
 81 _____
 82 _____
 83 _____
 84 _____ . For additional contingency details, see Addendum _____.

85 *If the transaction is an all-cash transaction, select and complete section 5. If the transaction is financed, select and complete sections 6 - 6.3. If this*
 86 *is a Seller-Carried Transaction, select and complete section 7.*

87 **5. ALL-CASH:** This is an all-cash transaction. Buyer will provide verification ("Verification") of readily available funds as follows: (*select one*)
 88 (a) Buyer has attached the Verification to this Agreement;
 89 (b) Buyer will provide Seller with the Verification within ____ Business Days (three [3] if not filled in) after the Effective Date; or
 90 (c) Other: (*describe*) _____.

91 If the Verification is not attached to this Agreement, Seller may Notify Buyer, in writing, of Seller's unconditional disapproval of the Verification within
 92 ____ Business Days (two [2] if not filled in) ("Disapproval Period") following its receipt by Seller. Provided, however, such disapproval must be
 93 objectively reasonable. Upon such disapproval, all Deposits will be promptly refunded to Buyer and this transaction will be terminated.

94 If Seller fails to provide Buyer with written unconditional disapproval of the Verification by 5:00 p.m. of the last day of the Disapproval Period, Seller
 95 will be deemed to have approved the Verification. If Buyer fails to submit a Verification within a time frame selected above, unless the parties agree
 96 otherwise in writing, all Deposits will be promptly refunded, and this transaction will be terminated.

97 **6. FINANCED:** The balance of the Purchase Price will be financed through one of the following loan programs: (*select only one*)
 98 (a) Conventional;
 99 (b) FHA;
 100 (c) Federal VA. Seller (*select one*) will will not agree to pay Buyer's non-allowable VA fees.
 101 If FHA or Federal VA is selected, Buyer has attached OREF 097 - VA/FHA Amendatory Clause and Real Estate Certification to this Agreement;
 102 (d) Other: (*describe*) _____.

103 Buyer will seek financing through a lending institution or mortgage broker (collectively, "Lender") participating in the loan program selected above.

104 **Pre-Approval Letter.** (*select one*)
 105 (i) Buyer has attached a pre-approval letter from Buyer's Lender (a "Pre-approval Letter") to this Agreement;
 106 (ii) Buyer will provide Seller with the Pre-approval Letter within ____ Business Days (three [3] if not filled in) after the Effective Date;
 107 (iii) Other: (*describe*) _____.

108 Seller is aware they are accepting an offer contingent upon financing and appraisal. If Buyer's Lender requires a re-appraisal due to Seller's breach
 109 of this Agreement, including but not limited to Section 24 (Smoke/Carbon Monoxide Detectors), Seller will promptly reimburse Buyer for any re-
 110 appraisal fee Buyer incurs.

111 **6.1. Financing Contingencies:** If Buyer is financing any portion of the Purchase Price (the "Loan"), then this transaction is subject to the following
 112 contingencies (the "Financing Contingencies"):

113 (a) Buyer and the Property will qualify for the Loan from Lender;
 114 (b) Lender's appraisal will not be less than the Purchase Price;
 115 (c) Buyer obtains the Loan from Lender, unless failure to obtain the Loan is due to the fault of Buyer; and

Buyer Initials _____ / _____ Date _____

Seller Initials _____ / _____ Date _____

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116 (d) Other: *(describe)* _____
 117 _____

118 Except as provided in this Agreement, all Financing Contingencies are solely for Buyer's benefit and may be waived by Buyer in writing at any
 119 time.

120 **6.2. Failure of Financing Contingencies.** If Buyer receives actual notification from Lender that any Financing Contingencies have failed or
 121 otherwise cannot occur, Buyer will promptly Notify Seller, and the parties will have _____ Business Days (two [2] if not filled in) following the date of
 122 Buyer's Notice to Seller to either:

123 (a) terminate this transaction by signing an OREF 057 - Termination Agreement and terminate escrow by signing a similar agreement if
 124 required by Escrow; or

125 (b) reach a written agreement on price and terms that will permit this transaction to continue.

126 Seller and Buyer are not required under the preceding provision (b) to reach an agreement. If (a) or (b) fail to occur within the time period identified
 127 in this section, this transaction will be automatically terminated, and all Deposits will be promptly refunded to Buyer. Buyer understands that on
 128 termination of this transaction, Seller will have the right to place the Property back on the market for sale at any price and terms as Seller determines,
 129 at Seller's sole discretion.

130 **6.3. Buyer's Obligations Regarding Financing.** Buyer represents to and agrees with Seller as follows:

131 (a) Not later than _____ Business Days (three [3] if not filled in) following the Effective Date, Buyer will submit to the Lender who provided the
 132 Pre-approval Letter a completed loan application for purchase of the Property. A "completed loan application" will include the following
 133 information: (i) Buyer's name(s); (ii) Buyer's income(s); (iii) Buyer's social security number(s); (iv) the Property address; (v) an estimate of the
 134 value of the Property, and (vi) the loan amount sought.

135 (b) If Buyer is satisfied with the Loan Estimate offered by Buyer's Lender, Buyer will notify Lender within _____ Business Days (three [3] if not
 136 filled in - but not to exceed ten [10]) following Buyer's receipt of Lender's Loan Estimate. At Seller's request, Buyer will promptly Notify Seller
 137 of the date of Buyer's signed notice of intent to proceed with the Loan.

138 (c) After Buyer notifies Lender of Buyer's intent to proceed with the Loan, Buyer will complete all paperwork requested by the Lender, including
 139 payment of all application, appraisal, and processing fees, to obtain the Loan.

140 (d) Buyer will not replace the Lender or loan program selected in Section 6 (Financed) without Seller's written consent, which may be withheld
 141 at Seller's sole discretion.

142 (e) Following submission of Buyer's loan application, Buyer will keep Seller promptly informed of all material non-confidential developments
 143 regarding Buyer's financing and the time of Closing.

144 (f) Buyer will authorize the Lender to order the appraisal of the Property before expiration of the Inspection Period defined in Section 13
 145 (Property Inspections), or Section 1 of the OREF 058 - Professional Inspection Addendum, if applicable.

146 (g) Buyer authorizes Buyer's Lender to provide non-confidential information to Buyer's and Seller's Agents regarding Buyer's loan application
 147 status.

148 **7. SELLER-CARRIED FINANCING:** If the Seller is financing all or a portion of the Purchase Price through a land sale contract, promissory note
 149 and trust deed/mortgage, option, or lease-to-own agreement (a "Seller-Carried Transaction"), Buyer and Seller are advised to review the OREF 032
 150 - Advisory Regarding Seller-Carried Transactions. Buyer and Seller will: *(select only one)*

151 (a) use the OREF 033 - Seller-Carried Transaction Addendum and related forms; or

152 (b) secure a mortgage loan originator ("MLO") or legal counsel to negotiate and draft the necessary documents.

153 Regardless of the option selected above, Seller and Buyer will reach a signed written agreement specifying the terms and conditions of such financing
 154 (for example, the down payment, interest rate, amortization, term, payment dates, late fees, and balloon dates) within _____ Business Days (ten [10]
 155 if not filled in) after the Effective Date ("Negotiation of Terms Period"). If Buyer and Seller fail to reach agreement by 5:00 p.m. on the last day of the
 156 Negotiation of Terms Period, all Deposits will be refunded to Buyer and this transaction will be automatically terminated. Oregon law requires, unless

Buyer Initials _____ / _____ Date _____

Seller Initials _____ / _____ Date _____

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157 exempted, that individuals offering or negotiating the terms must be an Oregon-licensed attorney or hold an MLO license. Real estate agents are not
 158 qualified to provide these services or give advice in this regard. Legal advice is strongly recommended.

159 **8. SELLER CONTRIBUTIONS:** Is Buyer requesting Seller contributions toward Buyer's expenses in this transaction? (*select one*) Yes No
 160 If Yes, Buyer has attached OREF 048 - Seller Contributions Addendum to this Agreement.

161 **9. ADDITIONAL FINANCING PROVISIONS:** (*describe*) _____
 162 _____
 163 _____ . For additional financing provisions, see Addendum _____.

INSURANCE

164 **10. PROPERTY AND CASUALTY INSURANCE:** Buyer is encouraged to promptly verify the availability and cost of property and casualty insurance
 165 that will be secured for the Property. Additionally, Lender may require proof of that insurance as a condition of a new loan.

166 **11. FLOOD INSURANCE:** If the Property is located in a high-risk flood zone, flood insurance may be required as a condition of a new loan. Buyer is
 167 encouraged to promptly verify the need for, and availability and cost of flood insurance. An Elevation Certificate ("EC") is a document used by the
 168 National Flood Insurance Program to determine the difference in elevation between a structure and the elevation to which floodwater is anticipated
 169 to rise during certain floods. Although an EC is not required to obtain flood insurance, a favorable EC may help lower the insurance premium. For
 170 more information, go to www.fema.gov.

CONTINGENCIES

171 **12. TITLE INSURANCE:** Within one (1) Business Day after the Effective Date, Seller or Seller's Agent will order from the title insurance company
 172 selected in Section 30 (Escrow), a preliminary title report and copies of or links to all documents of record (the "Report and Documents") for the
 173 Property. The parties instruct Escrow to furnish the Reports and Documents to Buyer, as soon as the Reports and Documents are available, using
 174 the Notification Method described in Section 45(g) (Miscellaneous). If the Report and Documents are not fully understood, Buyer should contact the
 175 title insurance company for further information or seek competent legal advice. The Buyer's and Seller's Agents are not qualified to advise on specific
 176 legal or title issues.

177 Following delivery of the Report and Documents, and following delivery of each supplement to the Reports and Documents that contains material
 178 information previously unknown to Buyer, Buyer will have ____ Business Days (five [5] if not filled in) within which to Notify Seller, in writing, of any
 179 matters disclosed in the Report and Documents which are unacceptable (the "Objections"). Buyer's failure to timely object in writing will constitute
 180 acceptance of the Report and Documents. However, Buyer's failure to timely object will not relieve Seller of the duty to convey marketable title to the
 181 Property pursuant to Section 34 (Deed). If within ____ Business Days (five [5] if not filled in) following Seller's receipt of the Objections, Seller fails to
 182 remove or correct any of the Objections, or fails to give written assurances reasonably satisfactory to Buyer of removal or correction before Closing,
 183 all Deposits will be promptly refunded to Buyer and this transaction will be terminated unless Buyer waives this contingency in writing. Within thirty
 184 (30) calendar days after Closing, the title insurance company will furnish to Buyer at Seller's sole expense an owner's standard form policy of title
 185 insurance insuring marketable title in the Property to Buyer in the amount of the Purchase Price, free and clear of the Objections, if any, and all other
 186 title exceptions agreed to be removed as part of this transaction.

187 **13. PROPERTY INSPECTIONS:** Buyer understands it is advisable to have complete inspections of the Property by qualified licensed professionals
 188 relating to such matters as structural condition, soil condition/compaction/stability, survey, zoning, operating systems, suitability for Buyer's intended
 189 purpose, and environmental issues. The following list identifies some, but not all, environmental issues found in and around many properties that may
 190 affect health: asbestos, carbon monoxide, electric and magnetic fields, formaldehyde, lead and other contaminants in drinking water and well water,
 191 lead-based paint, mold and mildew, radon, and leaking underground storage tanks. If Buyer has any concerns about these conditions or others, Buyer
 192 is encouraged to secure the services of a licensed professional inspector, consultant, or health expert for information and guidance. Buyer's and
 193 Seller's Agent are not qualified to conduct such inspections and will not be responsible to do so. For further details, Buyer is encouraged to review
 194 the website of the Oregon Public Health Division at www.public.health.oregon.gov.

Buyer Initials _____ / _____ Date _____

Seller Initials _____ / _____ Date _____

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195 (select only one)

196 (a) **Licensed Professional Inspections.** At Buyer's expense, Buyer may have the Property inspected by one or more licensed
 197 professionals of Buyer's choice. Buyer must specifically identify in this Agreement any desired invasive inspections that may include testing or
 198 removal of any portion of the Property (for example, radon and mold).

199 Identify Invasive Inspections: _____

200 Buyer will restore the Property following any inspections or tests performed by Buyer or on Buyer's behalf. Buyer will have ____ Business
 201 Days (ten [10] if not filled in) after the Effective Date (the "Inspection Period"), in which to complete all inspections and negotiations with Seller
 202 regarding any matters disclosed in any inspection report. Buyer will not provide all or any portion of the inspection reports to Seller unless
 203 Seller delivers Notice to Buyer requesting reports; but if Seller requests in writing all or a portion of a report during this transaction or within
 204 thirty (30) calendar days following termination, Buyer will promptly comply.

205 Seller will not be required to modify any terms of this Agreement. Unless a written agreement has already been reached with Seller regarding
 206 Buyer's requested repairs, Buyer may give Notice to Seller, using OREF 064 - Notice of Buyer's Unconditional Disapproval, at any time during
 207 the Inspection Period, of Buyer's unconditional disapproval of the Property based on any inspection report, in which case all Deposits will be
 208 promptly refunded and this transaction will be terminated. If Buyer fails to provide Seller with written unconditional disapproval of any inspection
 209 report(s) by 5:00 p.m. of the final day of the Inspection Period, using OREF 064 - Notice of Buyer's Unconditional Disapproval, Buyer will be
 210 deemed to have accepted the condition of the Property. If before the expiration of the Inspection Period, written agreement is reached with
 211 Seller regarding Buyer's requested repairs, the Inspection Period will automatically terminate unless the parties agree otherwise in writing.

212 (b) **Alternative Inspection Procedures.** Buyer has attached OREF 058 - Professional Inspection Addendum to this Agreement.

213 (c) **Buyer's Waiver of Inspection Contingency.** Buyer represents to Seller and all Agents and Firms that Buyer is fully satisfied with the
 214 condition of the Property and its elements and systems, and knowingly and voluntarily elects to waive the right to have any inspections
 215 performed as a contingency to the Closing of the transaction. At Buyer's expense, Buyer may have the Property inspected by one or more
 216 licensed professionals of Buyer's choice for informational purposes only. Buyer must specifically identify in this Agreement any desired invasive
 217 inspections that may include testing or removal of any portion of the Property (for example, radon and mold).

218 Identify Invasive Inspections: _____

219 Buyer will restore the Property following any inspections or tests performed by Buyer or on Buyer's behalf. Buyer will have ____ Business
 220 Days (ten [10] if not filled in) after the Effective Date in which to complete all inspections.

221 (d) **Buyer's Waiver of Inspections and Inspection Contingency.** Buyer represents to Seller and all Agents and Firms that Buyer is fully
 222 satisfied with the condition of the Property and its elements and systems, and knowingly and voluntarily elects to waive the inspection
 223 contingency and the right to have any inspections. Buyer's waivers are solely Buyer's decision and at Buyer's own risk.

224 (e) **Other Inspection Addendum.** (specify) _____

225 The selection above does not apply to OREF 081 - Septic/Onsite Sewage System or OREF 082 - Private Well Addendum if attached.

226 **14. PRIVATE WELL:**

227 Does the Property include a well that supplies or is intended to supply domestic water for household use? (select one) Yes No

228 If Yes, Buyer has attached OREF 082 - Private Well Addendum to this Agreement.

229 **15. SEPTIC/ONSITE SEWAGE SYSTEM:** Does the Property include a septic/onsite sewage system? (select one) Yes No

230 If Yes, Buyer has attached OREF 081 - Septic/Onsite Sewage System Addendum to this Agreement.

231 **16. LEAD-BASED PAINT CONTINGENCY PERIOD:** If the Property was constructed before 1978, then on or promptly after the Effective Date (the
 232 "Date of Delivery"), Seller will Deliver to Buyer OREF 021 - Lead-Based Paint Disclosure Addendum (the "Disclosure Addendum"), together with the
 233 EPA Pamphlet entitled "*Protect Your Family From Lead in Your Home*" and all information, records, and reports available to Seller pertaining to lead-
 234 based paint and/or lead-based paint hazards on the Property. Unless waived by Buyer in writing in the Disclosure Addendum, Buyer will have ____
 235 calendar days (ten [10] if not filled in) commencing on the day following the Date of Delivery (the "LBP Contingency Period"), within which to conduct
 236 a lead-based paint assessment or inspection of the Property. Buyer may terminate this Agreement:

237 (a) by giving Seller written Notice of termination during the LBP Contingency Period; or

Buyer Initials _____ / _____ Date _____

Seller Initials _____ / _____ Date _____

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238 (b) any time before Seller delivers to Buyer or Buyer's Agent both (i) EPA pamphlet "Protect Your Family From Lead in Your Home," and (ii)
 239 any information, records, or reports available to Seller regarding lead-based paint and/or lead-based paint hazards on the Property.

240 However, Buyer has no right to terminate under this provision if Buyer closes this transaction, or if Buyer waives the right to conduct a risk assessment
 241 or inspection in the "Buyer's Acknowledgment" section of the Disclosure Addendum. Upon termination, all Deposits will be promptly refunded to Buyer.
 242 If requested by Seller, Buyer will Deliver to Seller a copy of Buyer's written reports or evaluations, if any, with Notice of termination. Buyer's failure to
 243 Deliver to Seller the Notice of termination during the LBP Contingency Period will constitute acceptance of the condition of the Property as it relates
 244 to the presence of lead-based paint or lead-based paint hazards, and the LBP Contingency Period will automatically expire.

245 **17. SELLER'S PROPERTY DISCLOSURE STATEMENT:** Under Oregon law, Buyer has a right to revoke Buyer's offer (the "Revocation Right")
 246 unless this transaction is exempt or Buyer has waived the Revocation Right. Buyer may exercise the Revocation Right only in writing and only within
 247 five (5) Business Days after the Effective Date and Seller has Delivered to Buyer or Buyer's Agent a complete Seller's Property Disclosure Statement.
 248 However, Buyer may exercise the Revocation Right any time before receiving the Seller's Property Disclosure Statement, as long as Buyer does so
 249 before Closing. This provision supersedes any contrary terms in the Seller's Property Disclosure Statement.

CONDITION AND COMPONENTS OF THE PROPERTY

250 **18. SELLER REPRESENTATIONS:** Subject to any written disclosures made by Seller as a part of this transaction, Seller makes the following
 251 representations to Buyer:

- 252 (a) The primary dwelling is connected to: *(select all that apply)*
- 253 (i) a public sewer system,
 - 254 (ii) an on-site sewage system,
 - 255 (iii) a public water system,
 - 256 (iv) a private well, and/or
 - 257 (v) other (for example, surface springs, cistern, etc.) _____.

258 (b) Seller has no knowledge of any hazardous substances in or about the Property other than substances, if any, contained in appliances and
 259 equipment. Buyer acknowledges asbestos commonly exists in insulation, ceilings, floor coverings, and other areas in residential housing and
 260 may exist in the Property.

261 (c) Seller knows of no material defects in or about the Property.

262 (d) Seller has no notice of any liens or assessments to be levied against the Property.

263 (e) Seller has no notice from any governmental agency of any violation of law relating to the Property.

264 (f) Seller knows of no material discrepancies between visible lines of possession and use (such as existing fences, hedges, landscaping,
 265 structures, driveways, and other such improvements) currently existing on the Property and the legal description of the Property.

266 (g) The Property is fully insured by Seller.

267 Seller will promptly Notify Buyer if, before Closing, Seller receives actual notice of any event or condition that could result in making any previously
 268 disclosed material information relating to the Property substantially misleading or incorrect.

269 These representations are made to the best of Seller's knowledge. Seller may have made no investigations. Exceptions to items (a) through (g) are:
 270 *(describe)* _____. For more exceptions see Addendum _____.

271 Buyer acknowledges the above representations are not warranties regarding the condition of the Property and are not a substitute for, nor in lieu of,
 272 Buyer's own responsibility to conduct a thorough and complete independent investigation, including the use of professionals, where appropriate,
 273 regarding all material matters bearing on the condition of the Property, its value and its suitability for Buyer's intended use. Buyer's and Seller's Agents
 274 will not be responsible for conducting any inspection or investigation of any aspect of the Property.

275 **19. SELLER'S MAINTENANCE AND INSURANCE OBLIGATIONS:** Seller will maintain all electrical wiring, heating, cooling, plumbing, irrigation
 276 equipment and systems, and the balance of the Property, including the yard, in substantially their present condition until the time Buyer is entitled to
 277 possession. Seller will keep the Property fully insured through Closing.

Buyer Initials _____ / _____ Date _____

Seller Initials _____ / _____ Date _____

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278 **20. "AS-IS":** Except for Seller's agreements and representations in this Agreement or in the Seller's Property Disclosure Statement, if any, Buyer is
 279 purchasing the Property "AS-IS," in its present condition and with all defects, apparent or not apparent. This provision will not be construed to limit
 280 Buyer's right to implied new home warranties, if any, that may otherwise exist under Oregon law.

281 **21. APPROVED USES:** THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT
 282 PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES,
 283 MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST
 284 PRACTICES, AS DEFINED IN [ORS 30.930](#), IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON
 285 TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER [ORS 195.300](#), [195.301](#) AND
 286 [195.305 TO 195.336](#) AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON
 287 LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE
 288 PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING
 289 DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED
 290 IN [ORS 92.010](#) OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION
 291 FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER [ORS 195.300](#), [195.301](#)
 292 AND [195.305 TO 195.336](#) AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON
 293 LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

294 **22. HOMEOWNERS ASSOCIATION/TOWNHOME/PLANNED COMMUNITY:** Is the Property a townhome, in a planned community, or does it have
 295 a Homeowner's Association? (*select one*) Yes No Unknown
 296 If Yes or Unknown, Buyer has attached [OREF 024 - Homeowners Association/Townhome/Planned Community Addendum](#) to this Agreement. In this
 297 Agreement, "townhome" means a connected home where the owner also owns the ground beneath the home, and "planned community" means a
 298 residential subdivision, not a condominium or timeshare, in which owners are collectively responsible for part of the subdivision.

299 **23. ALARM SYSTEM:** (*select one*) None Owned Leased Unknown
 300 If Leased, Buyer (*select one*) will will not assume the lease at Closing.

301 **24. SMOKE/CARBON MONOXIDE DETECTORS:** Within _____ Business Days (ten [10] if not filled in) after the Effective Date, the dwelling will have
 302 one or more operating smoke alarms, smoke detectors, and carbon monoxide detectors installed as required by law. Refer to [ORS 479.260](#) for smoke
 303 alarms and smoke detectors and [ORS 476.725](#) for carbon monoxide alarms.

304 **25. SMART HOME FEATURES:** Does the Property contain any Smart Home Features? (*select one*) Yes No Unknown
 305 If Yes or Unknown, Seller will identify all Smart Home Features in writing within three (3) Business Days after the Effective Date. In addition, Seller
 306 will provide all necessary information for Buyer to access the Smart Home Features at Closing, unless otherwise agreed in writing.

307 **26. WOODSTOVE/WOOD-BURNING FIREPLACE INSERT:**
 308 Does the Property contain a woodstove or wood-burning fireplace insert? (*select one*) Yes No
 309 If Yes, Seller will promptly provide Buyer with [OREF 046 - Woodstove/Wood-Burning Fireplace Insert Addendum](#).

310 **27. SOLAR PANEL SYSTEM:** Does the Property contain solar panels? (*select one*) Yes No
 311 If Yes, Seller will promptly provide Buyer with [OREF 105 - Solar Panel System Addendum](#).

312 **28. HOME WARRANTIES:** Home warranty plans may be available to help cover homeowner costs to repair/replace certain home systems and
 313 appliances. (See specific plan for details.) Will a plan be purchased for Buyer as a part of this transaction? (*select one*) Yes No
 314 If Yes, identify plan and cost: _____ \$
 315 The warranty will be ordered and paid for by (*select one*) Buyer Seller.

316 **29. ADDITIONAL PROVISIONS:** (*describe*) _____
 317 _____
 318 _____ For additional provisions, see Addendum _____.

ESCROW AND CLOSING

319 **30. ESCROW:** This transaction will be Closed at (*identify*) _____ ("Escrow"),
 320 a neutral escrow company licensed and located in the State of Oregon. Costs of Escrow will be shared equally between Buyer and Seller unless

Buyer Initials _____ / _____ Date _____

Seller Initials _____ / _____ Date _____

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321 specifically prohibited by the U.S. Department of Veterans Affairs (Federal VA). Any transfer tax will be shared equally between Buyer and Seller.
 322 Seller authorizes Seller's Agent to order an owner's title policy at Seller's expense and further authorizes Escrow to pay out of the cash proceeds of
 323 sale the expense of furnishing such policy, Seller's recording fees, Seller's closing costs, and any liens and encumbrances on the Property payable
 324 by Seller on or before Closing. Buyer will deposit with Escrow sufficient funds necessary to pay Buyer's recording fees, Buyer's closing costs, and
 325 Lender's fees if any. Real estate fees or compensation for professional real estate services provided by Buyer's or Seller's Agents' Firms will be paid
 326 at Closing in accordance with the listing agreement, buyer representation agreement, or other written agreement for compensation.

327 **31. EARNEST MONEY DEPOSIT(S):** When this Agreement is Signed and Delivered by Buyer and Seller, the following instructions will apply to the
 328 handling of the Deposit.

329 The Deposit will be payable and deposited within ____ Business Days (three [3] if not filled in) after the Effective Date (the "Deposit Deadline") as
 330 follows: *(select all that apply)*

- 331 (a) Directly with Escrow;
- 332 (b) Directly into Buyer's Agent's Firm's client trust account and remain there until disbursement at Closing;
- 333 (c) Directly into Buyer's Agent's Firm's client trust account, followed by deposit with Escrow/Title Company before Closing; and/or
- 334 (d) As follows: *(describe)* _____

335 Upon deposit of the Deposit in accordance with this Agreement, Buyer will take no steps to withdraw or authorize withdrawal of the Deposit, except
 336 in accordance with the terms and conditions of this Agreement. If Buyer attempts or succeeds in any withdrawal of the Deposit, it will be considered
 337 a breach of this Agreement and will result in a forfeit of the Deposit and termination, at the option of the Seller, of the Buyer's right to purchase.

338 The Deposit, payable by the method selected by Buyer above, must be placed with Escrow or Buyer's Agent's Firm's client trust account no later
 339 than 5:00 p.m. on the last day of the Deposit Deadline. The failure to do so may result in a breach of this Agreement.

340 If an Additional Deposit is to be paid, it will be handled in accordance with the above-selected instructions, or: *(describe)*
 341 _____

342 Once the Deposit, and Additional Deposit, if any, is/are placed with Escrow, Seller's and Buyer's Agents and Firms will have no further responsibility
 343 to Buyer or Seller regarding the funds.

344 **32. EARNEST MONEY DEPOSIT INSTRUCTIONS TO ESCROW:** Buyer and Seller instruct Escrow as follows: upon your receipt of a copy of this
 345 Agreement signed by Buyer and Seller, establish an escrow account and proceed with Closing in accordance with the terms of this Agreement. If you
 346 determine the transaction cannot be Closed for any reason (whether or not there is a dispute between Buyer and Seller) you are to hold all Deposits
 347 until you receive written instructions from Buyer and Seller, or a final ruling from a court or arbitrator, as to the disposition of the Deposits.

348 **32.1. Earnest Money Refund to Buyer.** All Deposits will be promptly refunded to Buyer if: (a) Seller signs and accepts this Agreement but fails to
 349 furnish marketable title; or (b) Seller fails to complete this transaction in accordance with the material terms of this Agreement; or (c) any condition
 350 which Buyer has made an express contingency in this Agreement, and has not been otherwise waived, fails through no fault of Buyer. However,
 351 acceptance by Buyer of the refund will not constitute a waiver of other legal remedies available to Buyer.

352 **32.2. Earnest Money Payment to Seller.** If Seller signs and accepts this Agreement and title is marketable, Seller, at Seller's option, may terminate
 353 this Agreement, and all Deposits paid or agreed to be paid will be paid to Seller as liquidated damages, if: (a) Buyer has materially misrepresented
 354 Buyer's financial status; or (b) Buyer's bank does not pay, when presented, any check given as earnest money or fails to timely make a wire transfer
 355 for Buyer's earnest money; or (c) Buyer fails to complete this transaction in accordance with the material terms of this Agreement. The parties
 356 expressly agree Seller's economic and non-economic damages arising from Buyer's failure to close this transaction in accordance with the terms
 357 of this Agreement would be difficult or impossible to ascertain with any certainty, that the Deposits identified in this Agreement are a fair, reasonable,
 358 and appropriate estimate of those damages, and represent a binding liquidated sum, not a penalty.

359 The Seller's sole remedy against Buyer for Buyer's failure to close this transaction in accordance with the material terms of this Agreement is
 360 limited to the amount of earnest money paid or agreed to be paid in this Agreement. Seller's right to recover from Buyer any unpaid earnest money
 361 agreed to be paid in this Agreement will be resolved as described in the Dispute Resolution Sections.

Buyer Initials _____ / _____ Date _____

Seller Initials _____ / _____ Date _____

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362 **33. CLOSING:** Closing will occur on a date mutually agreed on between Buyer and Seller on or before (*insert date*) _____
 363 (the "Closing Deadline"). Buyer and Seller acknowledge for Closing to occur by the Closing Deadline, it may be necessary to execute documents and
 364 deposit funds in Escrow before that date.

365 If Escrow is to prepare documents required under Section 7 (Seller-Carried Financing), Seller must notify Escrow three (3) Business Days before the
 366 Closing Deadline.

367 Pursuant to the TILA-RESPA Integrated Disclosure ("TRID") rule, Buyer and Seller will each receive a "Closing Disclosure" which, among other things,
 368 summarizes each party's closing costs. TRID requires the Closing Disclosure must be received by a residential loan borrower at least three (3)
 369 Business Days before "consummation" of the transaction, which in most cases in Oregon will be the date on which Buyer signs the loan documents.
 370 Under certain circumstances, a change to the Closing Disclosure late in the transaction could result in a delay in Closing to comply with the three-
 371 business day rule. Such a delay beyond the Closing Deadline could result in termination of the transaction unless Seller and Buyer mutually agree to
 372 extend it.

373 **34. DEED:** Seller will convey marketable title to the Property by statutory warranty deed (or good and sufficient personal representative's or trustee's
 374 or similar legal fiduciary's deed, where applicable) free and clear of all liens of record, except property taxes that are a lien but not yet payable, zoning
 375 ordinances, building and use restrictions, reservations in federal patents, easements, covenants, conditions and restrictions, and those matters
 376 accepted by Buyer pursuant to Section 12 (Title Insurance). Buyer is advised to secure legal advice regarding different forms of ownership and rights
 377 of survivorship. Agents are not qualified to provide advice on these issues. Once the form of ownership is determined, Buyer will promptly notify
 378 Escrow.

379 **35. POSSESSION:** Are one or more tenants currently in possession of the Property? (*select one*) Yes No

380 If Yes: (*select one*)

381 (a) Seller will remove all tenants before Closing, pay any legally-required tenant relocation costs, and deliver possession to Buyer by 5:00
 382 p.m. on the date of Closing; or

383 (b) Buyer will accept all tenants at Closing, and unless provided otherwise in this Agreement, all rents will be prorated as of Closing, and
 384 all deposits held on behalf of tenants by Seller will be transferred to Buyer through Escrow at Closing. Buyer and Seller are encouraged to
 385 attach OREF 070 - Investment Property Addendum to address additional items related to Buyer accepting tenants at Closing.

386 If No, possession of the Property will be delivered by Seller to Buyer: (*select one*)

387 (a) by 5:00 p.m. on the date of Closing;

388 (b) by (*insert time*) _____ a.m. p.m. ____ calendar days after Closing. Buyer will attach OREF 054 - Agreement to Occupy After
 389 Closing to this Agreement; or

390 (c) by (*insert time*) _____ a.m. p.m. on (*insert date*) _____. If parties agree that Seller will deliver
 391 possession to Buyer before or after Closing, Buyer will attach OREF 053 - Agreement to Occupy Before Closing or OREF 054 - Agreement
 392 to Occupy After Closing to this Agreement .

393 **36. PROPERTY CONDITION AT POSSESSION:** Before Buyer possession, Seller will remove all of Seller's personal property, including trash, except
 394 for the items described in Section 3 (Personal Property). In addition, Seller will (*specify additional property conditions*)

395 _____
 396 _____
 397 _____. For additional property conditions at possession, see Addendum _____.

398 **37. PRORATIONS:** Rents, current year's taxes, interest on assumed obligations, and other prepaid expenses attributable to the Property will be
 399 prorated as of (*select one*) the Closing Date the date Buyer is entitled to possession.

400 **38. UTILITIES:** Seller will pay all utility bills accrued to the date Buyer is entitled to possession. Buyer will pay Seller for heating fuel/propane on the
 401 Property on the date Buyer is entitled to possession, at Seller's supplier's rate. Payment will be handled between Buyer and Seller outside of Escrow.
 402 Seller will not terminate or disconnect electric, gas, heating fuel/propane, or water utilities before the date Buyer is entitled to possession unless the
 403 parties agree otherwise in writing.

Buyer Initials _____ / _____ Date _____

Seller Initials _____ / _____ Date _____

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RESIDENTIAL REAL ESTATE SALE AGREEMENT**TAXES**

404 **39. OREGON STATE TAX WITHHOLDING OBLIGATIONS:** Subject to certain exceptions, Escrow is required to withhold a portion of Seller's
405 proceeds if Seller is a non-resident individual or corporation as defined under Oregon law. Buyer and Seller will cooperate with Escrow by executing
406 and delivering any instrument, affidavit, or statement as requested, and to perform any acts reasonable or necessary to carry out the provisions of
407 Oregon law.

408 **40. FIRPTA TAX WITHHOLDING REQUIREMENT:** The Foreign Investment in Real Property Tax Act ("FIRPTA") requires a buyer to withhold a portion
409 of a seller's proceeds (up to 15% of the purchase price) if the seller is a "foreign person" who does not qualify for an exemption. A "foreign person" is
410 generally a person who is not a U.S. citizen or a resident alien (a "green card" holder).

411 If FIRPTA applies (that is, if Seller is a foreign person), then even if there is an exemption, Buyer and Seller must ask Escrow to assist the parties
412 with FIRPTA compliance, see OREF 092 - Advisory Regarding FIRPTA Tax. Seller's failure to comply with FIRPTA is a material default under this
413 Agreement.

414 If FIRPTA does not apply (that is, if Seller is not a foreign person), then Seller will Deliver to Escrow a Certification of Non-foreign Status provided by
415 escrow that complies with 26 CFR §1.1445-2 (the "Certificate") before Closing. If Seller fails to do so, Seller will be presumed to be a foreign person,
416 and the terms of the previous paragraph will apply. Escrow is instructed to act as a Qualified Substitute and provide Buyer with a Qualified Substitute
417 Statement that complies with 26 U.S.C. § 1445(b)(9) at Closing.

418 If Escrow does not agree to assist with FIRPTA compliance (including providing the form Certificate or acting as a Qualified Substitute) then either
419 Buyer or Seller may move Escrow to another Oregon-licensed escrow agent who is willing to assist with FIRPTA compliance, in which case the parties
420 will equally share any cancellation fees. If due to moving Escrow, this transaction cannot be Closed by the Closing Date, the Closing Date will be
421 extended by five (5) Business Days to accommodate the move.

422 Seller's and Buyer's Agents are not experts in FIRPTA and will not act as a transferor or transferee agent or Qualified Substitute for purposes of the
423 Withholding Requirement. If FIRPTA may apply in this transaction, Seller and Buyer should promptly consult their own experts familiar with FIRPTA
424 related law and regulations. For further information, see www.irs.gov.

425 **41. IRC 1031 EXCHANGE:** If Buyer or Seller elects to complete an IRC 1031 exchange in this transaction, the other party will cooperate with them
426 and the accommodator, if any, in a manner necessary to complete the exchange, so long as it will not delay the close of escrow or cause additional
427 expense or liability to the cooperating party. Unless otherwise provided in this Agreement, this provision will not become a contingency to the Closing
428 of this transaction.

429 **42. LEVY OF ADDITIONAL PROPERTY TAXES:** The Property (*select one*) is is not specially assessed for property taxes (for example, farm,
430 forest, or other) in a way resulting in the levy of additional taxes in the future. If it is specially assessed, Seller represents the Property is current as
431 to income or other conditions required to preserve its deferred tax status. If, as a result of Buyer's actions or the Closing of this transaction, the
432 Property either is disqualified from special use assessment or loses its deferred tax status, then unless otherwise specifically provided in this
433 Agreement, Buyer will be responsible for and will pay when due, any deferred and/or additional taxes and interest that may be levied against the
434 Property, and will defend Seller against any liabilities or claims arising out of those taxes or assessments.

435 However, if as a result of Seller's actions before Closing, the Property either is disqualified from its entitlement to special use assessment or loses its
436 deferred tax status, and if Seller did not disclose the upcoming disqualification or loss of status to Buyer in writing prior to Closing, Buyer may, at
437 Buyer's sole option, promptly terminate this transaction and receive a refund of all Deposits paid by Buyer in anticipation of Closing; or close this
438 transaction and hold Seller responsible to pay into Escrow all deferred and/or additional taxes and interest levied or recaptured against the Property
439 and will defend Buyer against any liabilities or claims arising out of those taxes or assessments. The preceding will not be construed to limit Buyer's
440 or Seller's available remedies or damages arising from a breach of this section.

441 **43. HISTORIC PROPERTY DESIGNATION:** If the Property is or may be subject to a historic property local ordinance or is subject to or may qualify
442 for the Historic Property Special Property Tax Assessment under ORS 358.475 to 358.565, Seller will promptly provide OREF 045A - Historic Property
443 Addendum.

DEFINITIONS/MISCELLANEOUS

444 **44. DEFINITIONS:** In this Agreement when the words or phrases below begin with an uppercase letter, they have the following meanings.

Buyer Initials _____ / _____ Date _____

Seller Initials _____ / _____ Date _____

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- 445 (a) **Agent** means Buyer's and Seller's real estate agents licensed in the State of Oregon.
- 446 (b) **Agreement** or **Sale Agreement** means this Residential Real Estate Sale Agreement and any written offer, counteroffer, or addendum in
447 any form or language that adds to, amends or otherwise modifies this Agreement that has been Signed and Delivered.
- 448 (c) **Business Day** means Monday through Friday, except days that are recognized by Oregon or the United States as official holidays.
- 449 (d) **Closing, Closed, or Closing Date** mean when the deed or contract is recorded and funds are available to Seller.
- 450 (e) **Deliver** or **Delivered** means transmission of a document, either by placing it in a U.S. mailbox, taking it to the recipient's address, or placing
451 it in the custody of a delivery service ("Manual Delivery"), or by pushing "send" or "start" on a device that sends facsimiles or in an electronic
452 mail program ("Electronic Delivery").
- 453 (f) **Deposits** means the Deposit and any Additional Deposit described in Section 1 (Parties/Property Description/Price) of this Agreement.
- 454 (g) **Effective Date** means the date and time when the Seller and Buyer have (i) signed a document, and (ii) Delivered it to the other party or
455 their Agent. When both events have occurred, the document becomes legally binding on Buyer and Seller, and neither has the ability to
456 withdraw it.
- 457 (h) **Firm** means the real estate company with which an Agent is affiliated.
- 458 (i) **Notice** means a written statement Delivered using the Notification Method described in Section 45(g).
- 459 (j) **Notify** means delivering a Notice to the other party or their Agent.
- 460 (k) **Signed and Delivered** means the Seller and Buyer have (i) signed a document and (ii) Delivered it to the other party or their Agent. When a
461 document is "Signed and Delivered," the document becomes legally binding on Buyer and Seller, and neither has the ability to withdraw it.
- 462 (l) **Smart Home Features** means appliances, lighting, or electronic devices that can be controlled remotely by the owner, often via a mobile
463 app. Smart Home Features may also operate in conjunction with other devices in the home and communicate information to other smart
464 devices.

465 **45. MISCELLANEOUS:** The following provisions govern the manner in which the terms of this Agreement will be construed.

- 466 (a) **Binding Effect.** This Agreement is binding on the heirs, successors, and assigns of Buyer and Seller. However, Buyer's rights and
467 responsibilities under this Agreement or in the Property are not assignable without the prior written consent of Seller.
- 468 (b) **Counterparts.** This Agreement may be signed in multiple legible counterparts with the same legal effect as if all parties signed the same
469 document.
- 470 (c) **Days.** Time calculated in days after the Effective Date will start on the first full Business Day after the Effective Date. Time calculated in
471 days after a triggering event, such as delivery of a document, will start on the first full Business Day after the triggering event. If a date is
472 calculated based on the "date Buyer is entitled to possession," and if Buyer will not be entitled to possession of the Property because one or
473 more tenants is in possession, the "date Buyer is entitled to possession" will, for that purpose, be deemed to be the Closing Date.
- 474 (d) **Deadlines.** Unless a different time is specified in the Agreement, all deadlines for performance, measured in business or calendar days,
475 will terminate as of 5:00 p.m. on the last day of that deadline.
- 476 (e) **Electronic Transmission.** The sending of a signed acceptance of this Agreement via Electronic Delivery from one party (or their Agent) to
477 the other party (or their Agent) will have the same effect as Manual Delivery of the signed original. If the parties intend to use any other method
478 for transmitting a signed offer or acceptance of the Agreement (such as regular mail, certified mail, or overnight delivery), they should so
479 specify at Section 29 (Additional Provisions) of this Agreement.
- 480 (f) **Nonparties.** Agent(s) and Firm(s) identified in the Final Agency Acknowledgment Section are not parties to this Agreement but are subject
481 to Section 50 (Mediation and Arbitration Involving Agents/Firms).
- 482 (g) **Notices.** Except as provided in Section 12 (Title Insurance), all written notices or documents required or permitted under this Agreement
483 to be Delivered to Buyer or Seller may be Delivered to their respective Agent with the same effect as if Delivered to that Buyer or Seller. On
484 opening of this transaction with Escrow, Buyer, Seller, and their respective Agents, where applicable, will provide Escrow with their preferred
485 means of receiving Notice (for example, email or text address, facsimile number, mailing or personal delivery address, or other), which will

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Seller Initials _____ / _____ Date _____

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- 486 serve as the primary location for receipt of all notices or documents (the "Notification Method"). Notice will be deemed Delivered as of the
 487 earliest of:
- 488 (i) the date and time the Notice is sent by email or fax;
 - 489 (ii) the time the Notice is personally Delivered to either the Agent or the Agent's Office; or
 - 490 (iii) three (3) calendar days after the date the Notice is posted in the U.S. Mail.
- 491 (h) **Time.** Time is of the essence of this Agreement.
- 492 (i) **Time Zones.** Any reference in this Agreement to a specific time refers to the time in the time zone where the Property is located.

DISPUTE RESOLUTION

493 **46. FILING OF CLAIMS:** All claims, controversies, and disputes between Seller, Buyer, Agents, and/or Firms, relating to the enforcement or
 494 interpretation of this Agreement (including those for rescission) as well as those relating to the validity or scope of the Sale Agreement, and all matters
 495 concerning the jurisdiction of the arbitrator(s) and/or Arbitration Service of Portland, to hear and decide questions of arbitrability (collectively, "Claims"),
 496 will be exclusively resolved in accordance with the procedures in this Agreement, which will survive Closing or earlier termination of this transaction.
 497 All Claims will be governed exclusively by Oregon law, and venue will be placed in the county where the Property is situated. Filing a Claim for
 498 arbitration will be treated the same as filing in court for purposes of meeting any applicable statute of limitations or statute of ultimate repose, and for
 499 purposes of filing a *lis pendens*. By consenting to the provisions in this Agreement, Buyer and Seller acknowledge they are giving up the constitutional
 500 right to have Claims tried by a judge or jury in state or federal court, including all issues relating to the arbitrability of Claims.

501 **47. EXCLUSIONS:** The following will not constitute Claims:

- 502 (a) Any proceeding to enforce or interpret a mortgage, trust deed, land sale contract or recorded construction lien;
- 503 (b) A forcible entry and detainer action, also known as an eviction;
- 504 (c) If the matter is exclusively between REALTORS® and is otherwise required to be resolved under the Code of Ethics & Professional
 505 Standards Policies of the National Association of REALTORS®;
- 506 (d) If the matter relates to real estate compensation or fee with an Agent or Firm, and the written listing, service, or fee agreement with Buyer
 507 or Seller contains a mandatory mediation and/or arbitration provision; and
- 508 (e) Filing in court for the issuance of provisional process described under the Oregon Rules of Civil Procedure; however, such filing will not
 509 constitute a waiver of the duty to utilize the dispute resolution procedures described in this Agreement.

510 **48. SMALL CLAIMS BETWEEN BUYER AND SELLER:** All Claims between Buyer and Seller within the jurisdiction of the Small Claims Court of the
 511 county in which the Property is located will be brought and decided there, in lieu of mediation, arbitration, or litigation in any other forum. Even though
 512 [ORS 46.455\(3\)](#) states that a defendant may have a right to request a jury trial, neither Buyer nor Seller will have a right to request a jury trial and so
 513 remove the matter from the Small Claims Department of the Circuit Court. A judgment in Small Claims Court is final and binding and there is no right
 514 of appeal.

515 **49. MEDIATION AND ARBITRATION BETWEEN BUYER AND SELLER:** If Buyer's or Seller's Agent is a member of the National Association of
 516 REALTORS®, all Claims will be submitted to mediation as offered by the local REALTOR® Association, if available. If mediation is not available through
 517 the Agent's REALTOR® organization, then all Claims will be submitted to mediation through the program administered by Arbitration Service of
 518 Portland ("ASP"). All Claims that have not been resolved by mediation as described in this Agreement will be submitted to final and binding arbitration
 519 in accordance with the then-existing rules of ASP. The prevailing party in any arbitration between Buyer and Seller will be entitled to recovery of all
 520 reasonable attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees. Provided, however, a prevailing party will not be entitled
 521 to any award of attorney fees unless it is first established to the satisfaction of the arbitrator(s) (or judge, if applicable) that the prevailing party offered
 522 or agreed in writing to participate in mediation before, or promptly upon, the filing for arbitration.

523 **50. MEDIATION AND ARBITRATION INVOLVING AGENTS/FIRMS:** All Claims that include Agents or their Firms will be resolved in accordance with
 524 the mediation and arbitration process described in Section 49, and if applicable, the prevailing party will be entitled to an award of attorney fees, filing
 525 fees, costs, disbursements, and mediator and arbitrator fees, as provided in that section.

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Seller Initials _____ / _____ Date _____

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RESIDENTIAL REAL ESTATE SALE AGREEMENT

SIGNATURE INSTRUCTIONS

526 **51. OFFER TO PURCHASE:** Buyer offers to purchase the Property on the terms and conditions in this Agreement. Buyer acknowledges receipt of a
 527 completely filled-in copy of this Agreement, which Buyer has fully read and understands. Buyer acknowledges that Buyer has not relied on any oral
 528 or written statement made by Seller, Seller's Agent, or Buyer's Agent that is not expressly contained in this Agreement. Neither Seller, Seller's Agent,
 529 nor Buyer's Agent warrant the square footage of any structure or the size of any land being purchased. If square footage or land size is a material
 530 consideration, all structures and land should be measured by Buyer before signing, or should be made an express contingency in this Agreement.
 531 Because of the importance of consistent terminology and compatible documents, Buyer has chosen to use this Agreement and the other forms
 532 provided by Oregon Real Estate Forms, LLC ("OREF") for this transaction.

533 This offer will automatically expire on *(insert date and time)* _____ at _____ a.m. p.m. (the "Offer Deadline"). If not
 534 accepted by that time, Buyer may withdraw this offer before the Offer Deadline any time before Seller's transmission of signed acceptance. This offer
 535 may be accepted by Seller only in writing.

536 Buyer _____ Print _____ Date _____ a.m. p.m. ←

537 Buyer _____ Print _____ Date _____ a.m. p.m. ←

538 This offer was Delivered by Seller's Agent to Seller for signature on *(insert date and time)* _____ at _____ a.m. p.m.

539 **52. AGREEMENT TO SELL/ACKNOWLEDGMENTS:** Seller accepts Buyer's offer. Seller acknowledges receipt of a completely filled-in copy of this
 540 Agreement, which Seller has fully read and understands. Seller acknowledges that Seller has not relied on any oral or written statement made by
 541 Buyer, Buyer's Agent, or Seller's Agent that is not expressly contained in this Agreement. Seller has reviewed the Seller Representations made in
 542 Section 18 (Seller Representations) and elsewhere in this Agreement and will promptly correct, in writing, any inaccurate representations. Because
 543 of the importance of consistent terminology and compatible documents, Seller has chosen to use this Agreement and the other forms provided by
 544 OREF for this transaction.

545 Seller _____ Print _____ Date _____ a.m. p.m. ←

546 Seller _____ Print _____ Date _____ a.m. p.m. ←

547 If delivery/transmission occurs after the Offer Deadline identified at Section 51, this Agreement will not become binding on Seller and Buyer unless
 548 they agree to extend the Offer Deadline by an addendum, counteroffer, or other writing, jointly signed by the parties. The parties' failure to do so will
 549 be treated as a rejection under Section 53, and this transaction will be automatically terminated.

550 **53. SELLER'S REJECTION/COUNTEROFFER:** *(select only one)*

551 (a) Seller does not accept the above offer, but makes the attached counteroffer.

552 (b) Seller rejects Buyer's offer.

553 Seller _____ Print _____ Date _____ a.m. p.m. ←

554 Seller _____ Print _____ Date _____ a.m. p.m. ←

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE AND DATE

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