

EXCLUSIVE LISTING AGREEMENT



1 This Agreement is a legal and binding contract between the undersigned Seller(s) ("Seller"), and Principal Broker and the Listing
2 Firm ("Listing Firm"). If it is not understood, seek competent legal advice before signing.

3 **1. PARTIES TO THIS AGREEMENT.**

4 Seller _____ Principal Broker _____

5 Seller _____ Listing Firm _____

6 Seller _____

7 **2. PURPOSE.** This Agreement establishes Listing Firm's exclusive right to sell the property located at _____
8 _____ (street address OR parcel identification number if the county has not yet
9 assigned an address), in the city of _____, in the State of Oregon ("Property") for the list price of
10 \$ _____, and as described in the Input Form: Oregon Data Share attached to and made part of this Agreement.
11 Seller acknowledges and agrees that the list price may be adjusted only by written instruction from Seller.

12 **3. REPRESENTATION.** Seller understands and agrees that this Agreement creates an exclusive agency relationship with Listing
13 Firm and its designated agent, _____ (Listing Broker), as more fully described in the Oregon
14 Real Estate Agency Disclosure Pamphlet, incorporated herein, of which Seller acknowledges receipt and has read and understands.

15 **4. TERM.** The "Term" of this Agreement begins upon the date of the last signature ("Effective Date") and expires at 11:59 p.m. on
16 _____ ("Expiration Date"). In the event the Expiration Date occurs while the Property is under contract
17 to sell, this Agreement will automatically extend to the date the transaction closes or fails to close, whichever takes place first.

18 **5. COMPENSATION. NOTICE: SELLER BROKERAGE COMPENSATION AND BUYER BROKERAGE COMPENSATION OFFERED**
19 **BY SELLER ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE BETWEEN SELLER AND LISTING FIRM.**

20 **5A. SELLER BROKERAGE FEE.** Seller shall pay Listing Firm a "Seller Brokerage Fee" equal to (check one):
21 \$ _____ fixed dollar amount, _____ percent (%) of the gross sales price, OR
22 _____
23 This fee is separate and distinct from any Buyer Brokerage Fee offered by Seller as described in Section 5B below.

24 **5B. BUYER BROKERAGE FEE.** In addition to the Seller Brokerage Fee above, Seller shall pay a "Buyer Brokerage Fee" in the
25 amount described in sub-sections 1 and 2 below OR as authorized by Seller initials below the subsections. If Seller elects sub-section
26 1 below, Seller provides authorization and written instruction to Listing Firm to disclose Seller-paid Buyer Brokerage Fees, if any, to
27 buyers and their brokers.

1. Additional compensation, if any, to be offered to the brokerage representing the buyer	\$ _____ fixed dollar amount or _____ percent (%) of the gross sales price.
2. Additional compensation, if any, to Listing Firm, if same individual broker at Listing Firm works with both Seller and buyer	\$ _____ fixed dollar amount or _____ percent (%) of the gross sales price.

28 _____ Seller is not offering a pre-set Buyer Brokerage Fee and is is not willing to entertain offers requesting Seller to pay a
29 Buyer Brokerage Fee.

30 **5C. RIGHT TO COMPENSATION.**

31 Seller shall pay Listing Firm the Seller Brokerage Fee specified in Section 5A above, if any of the following occurs ("sold", "sale", or
32 "sell" includes an exchange of the Property, conveyance, option for sale, disposal of, or any other transfer of the Property by Seller):

- 33 (i) Property is sold by Listing Firm or by any other person, firm, or corporation during the Term.
- 34 (ii) Seller enters into an agreement to sell the Property and that transaction fails, because of Seller's refusal to close.
- 35 (iii) A sale is made for any reason within _____ calendar days after termination of this Agreement to any person to whom the
36 Property has been shown by any person during the Term, and Seller has not subsequently listed the Property with a separate
37 listing firm.

38 Seller irrevocably assigns to Listing Firm the Seller Brokerage Fee, and the Buyer Brokerage Fee in Section 5B(2), if applicable, from
39 proceeds of the sale and irrevocably instructs escrow to pay Listing Firm the aforementioned fee(s) at closing of the sale of the
40 Property.

Seller(s) Initials _____

41 **6. AUTHORIZATIONS.** Seller authorizes Listing Firm, on an exclusive basis, to promote, advertise and market the Property for sale
42 by any method and in any medium selected by Listing Firm, including in the multiple listing service (“MLS”) and the Internet, and
43 within the exercise of reasonable effort, to do all things necessary to accomplish the purpose of the Agreement. Marketing of the
44 Property shall begin no later than: _____ (“Marketing Date”). Seller expressly understands and agrees that
45 information provided to Listing Firm by Seller shall be transmitted to other brokers and the public at large to facilitate the sale of the
46 Property, unless otherwise indicated in Section 12 below.

47 Seller authorizes Listing Firm to:

- 48 (i) Disclose any financial terms of the closed transaction to ODS participants and subscribers, including the sales price, buyer’s
49 closing costs paid by Seller and financing type.
- 50 (ii) Submit the Input Form: Oregon Data Share and any subsequent authorized changes to the MLS system, unless otherwise
51 indicated in Section 12 below.
- 52 (iii) Accept earnest money, redeem notes, and accept other deposits on Seller’s behalf.
- 53 (iv) Turn on or leave on all utilities serving the Property at Seller’s expense.
- 54 (v) Deliver documents, disclosures, and addenda to buyer(s) on Seller’s behalf.
- 55 (vi) Communicate with Seller by any means agreed upon during and after the Term.

56 **7. OPTIONAL AUTHORIZATIONS.** By checking the below boxes, Seller further authorizes only the following selected actions:

- 57 Seller does does NOT authorize Listing Firm to place a “For Sale” sign on the Property and remove other similar signs.
58 Seller does does NOT authorize Listing Firm to install a keybox on the Property. A keybox is designed to hold a key which
59 permits access to the Property by Listing Firm, brokers representing buyers and accompanied prospective buyers, and
60 authorized appraisers.
61 Seller does NOT authorize Property photographs and/or other media to be entered in the MLS, if Property is authorized to
62 be entered into the MLS.
63 Seller will provide Listing Firm will provide Property photographs and other media.

64 _____ (Seller initials) Seller and/or Listing Firm acknowledge and agree that they have or will (i) receive all necessary
65 authorizations from photographer/owner of the photographs, images, and media of the Property (“Media”) that grants Listing Firm
66 and ODS the necessary license to use the Media in Listing Firm’s advertising and MLS compilations, and (ii) notify the owner of the
67 Media that ODS has no control over websites or applications displaying the Media that was received while the listing was active and
68 that the Media will not be deleted and will remain in the ODS database after the sale of the Property.

69 **8. COVENANTS AND REPRESENTATIONS.** By signing below, Seller represents and warrants the following to Listing Firm:

- 70 (i) Seller has legal authority to enter into this Agreement and to sell and convey all interest in the Property;
- 71 (ii) There are no other listing agreements, or other agreements to sell of any kind, in effect on the Property at this time;
- 72 (iii) The information on the Input Form: Oregon Data Share is correct and complete;
- 73 (iv) Seller has notified Listing Firm in writing of all matters relevant to the condition of the subject Property or its sale, including
74 but not limited to all structural, electrical, heating/cooling, plumbing/sewage disposal, and all other material defects in the
75 Property of which Seller is aware. This includes violations of law relating to the Property, any clouds on title, legal or equitable
76 claims against the Property, restrictions on the transferability of title, or the existence of hazardous materials on the Property;
- 77 (v) Seller expressly understands and agrees that if any information supplied to Listing Firm is false, Seller may be subject to
78 claims for providing such false information;
- 79 (vi) If Seller becomes aware of defects in the condition of the Property, or the falsity of any of the facts set forth on the Input
80 Form: Oregon Data Share or Seller Property Disclosure Statement after completion of said forms, Seller shall immediately
81 make written notification of same to Listing Firm.
- 82 (vii) Seller expressly understands that Listing Firm must disclose any known defects in the Property in their advertising once the
83 defect has become known to Seller and/or Listing Firm.
- 84 (viii) Seller shall accurately and truthfully complete a Seller Property Disclosure Statement and if applicable, Lead-Based Hazard
85 disclosures if required by law or contract;
- 86 (ix) Seller will install approved smoke and carbon monoxide detectors as required by Oregon law;
- 87 (x) Seller will cooperate with Listing Firm to sell the Property by making the Property available for showing at reasonable times
88 and referring to Listing Firm all inquiries of any party interested in the Property.

89 **9. FORFEITED EARNEST MONEY.** If a transaction fails, earnest money disbursements, if any, shall be distributed as follows, after
90 the deduction of any title insurance escrow cancellation fees, and other charges paid on Seller’s behalf: Seller _____%,
91 Listing Firm _____% not to exceed the total Seller Brokerage Fee and with remainder to Seller.

92 **10. INSUFFICIENT FUNDS.** If the proceeds of the sale of the Property are insufficient to cover closing costs, Seller acknowledges
93 and agrees that Seller will remain responsible for paying all closing costs and debts, including the Seller Brokerage Fee (and Buyer
94 Brokerage Fee, if applicable).

Seller(s) Initials _____

95 **11. PRESENTING OFFERS.** Seller acknowledges that Listing Firm must present all offers for the Property unless Seller gives Listing
96 Firm written instructions to the contrary. Seller agrees to consider offers presented by Listing Firm, and to act in good faith to
97 accomplish the sale of the Property. Seller is responsible for determining at what price to list and sell the Property.

98 **12. MULTIPLE LISTING SERVICE.**

99 Listing Firm is a participant in Oregon Data Share (“ODS”), an MLS, and unless otherwise instructed, intends to submit this listing to
100 the ODS MLS. ODS requires all listings be submitted to the MLS within two (2) business days of the Marketing Date noted in Section
101 6, unless the Property is not being entered into the MLS as authorized below, or within one (1) business day of any public marketing
102 occurring. Seller acknowledges that Listing Firm has agreed to the ODS Rules and Regulations and understands that no part of this
103 Agreement or addendums hereto, can instruct Listing Firm to violate any of those policies. Nothing in this Agreement establishes,
104 directly or indirectly, any contractual relationship between ODS and Seller or buyer(s).

105 **Seller understands that NOT submitting this Property to the MLS may reduce the exposure of this Property to prospective**
106 **buyers and could adversely impact the terms of agreement and final sales price.** In the event Seller chooses to withhold this
107 Property from the MLS and execute an Instruction to Exclude Listing from the MLS form, this Property will be considered an Office
108 Exclusive Listing and per ODS Rules can only be advertised within Listing Firm’s Office/Branch Office.

109 Seller initial here _____ if this Property is NOT authorized to be submitted to the MLS for the duration of the listing
110 and Seller agrees to execute an Instruction to Exclude Listing from the MLS form which will be attached and made part of this
111 Agreement.

112 **13. EQUAL HOUSING OPPORTUNITY.** The Property shall be shown and made available to prospective buyers without regard to
113 race, color, religion, sex, disability, familial status, national origin, sexual orientation or gender identity and all other classes protected
114 by the laws of the United States, State of Oregon, and local jurisdictions.

115 **14. FIRPTA.** In general, the sale or other disposition of a U.S. real property interest by a “foreign person” is subject to income tax
116 withholding under the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA). A “foreign person” includes a non-resident
117 alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate. If FIRPTA applies, the buyer(s) or other
118 qualified substitute may be legally required to withhold this tax at closing. In order to avoid closing delays, Seller is requested to
119 check one of the two following statements:

- 120 Seller warrants and represents to Listing Firm that Seller is **NOT** a “foreign person” under FIRPTA.
121 Seller **IS** a “foreign person” under FIRPTA.

122 **15. SECURITY AND INSURANCE.** Seller acknowledges and agrees that while the marketing services selected herein will facilitate
123 the showing and sale of the Property, there are risks associated with allowing access to and disseminating information about the
124 Property that are not within the reasonable control of Listing Firm, including but not limited to, control of visitors during or after a
125 showing or an open house, including use of photographs and videos of the Property. Listing Firm is not responsible for loss of
126 damage to personal or real property, or person, whether attributable to use of a keybox, a showing of the Property, or otherwise.
127 Seller understands that while potential purchasers viewing the Property should not engage in photography, videography, or
128 videotelephony in the Property without prior written permission of Seller, such recordings or transmissions may occur. Third parties,
129 including, but not limited to, appraisers, inspectors, and other brokers may have access to, and take videos and photographs of, the
130 interior of the Property. Seller agrees: (i) to take reasonable precautions to safeguard and protect valuables that might be accessible
131 during showings of the Property; (ii) to obtain insurance to protect against these risks; (iii) remove any items of a personal nature
132 that Seller does not want photographed, recorded, or transmitted, such as family photos, paperwork, and other personally identifiable
133 information; and (iv) if Seller does not occupy the Property and is authorizing use of a keybox, Seller shall be responsible for obtaining
134 occupant’s written permission for said use. Listing Firm does not maintain insurance to protect Seller. If the Property is tenant
135 occupied, Seller warrants and represents that Seller has notified the tenants of the above risks and provisions.

136 **16. SURVEILLANCE DEVICES.** For purposes of this Agreement, a surveillance device is ANY device or system that has the ability
137 to record or transmit video and/or audio.

138 **WARNING: IT MAY BE A CRIME UNDER FEDERAL AND/OR STATE LAWS TO LISTEN TO OR RECORD AN ORAL**
139 **COMMUNICATION THROUGH THE USE OF ANY ELECTRONIC, MECHANICAL, OR OTHER DEVICE WITHOUT THE CONSENT OF**
140 **ALL PARTIES TO THAT COMMUNICATION.**

141 In the event Seller (or Seller’s tenant) has a video/audio/surveillance device(s) on the Property, Seller is advised: (i) that no audio
142 surveillance device may be turned on during any showings, open houses, investigations, examinations or inspections of the Property,
143 as the recording and/or transmitting of audio may result in a violation of state and/or federal laws; and (ii) that the placement of any
144 photo or video surveillance device should not violate a visitor’s reasonable expectation of privacy, as the photographing, recording,
145 and/or transmitting may result in a violation of state and/or federal laws.

Seller(s) Initials _____

146 _____ (Seller Initials) Seller hereby indemnifies and releases Listing Firm from any liability which may result from
147 Seller's recording or transmitting of audio, images, or video on the Property, and from any other third-party photographing, recording,
148 or transmitting any audio, images, or video of the Property.

149 **17. INDEMNIFICATION.** Seller shall defend, indemnify, and hold harmless Listing Firm, Principal Broker, Broker, other brokers
150 within Listing Firm and its employees, and any brokers representing potential buyers for, from and against any and all liability or civil
151 claims (whether based on tort, breach of contract or statutory duty, or otherwise), disputes, litigation, judgements, attorney fees, and
152 costs arising out of or relating to any breach of the representations and warranties set forth herein or the failure to disclose to Listing
153 Firm any material information relating to the Property or from any incorrect information supplied by Seller(s). Listing Firm is not
154 responsible for vandalism, theft, or damage to the Property.

155 Seller shall defend, indemnify, and hold harmless the ODS for, from and against any and all liability or civil claims (whether based on
156 tort, breach of contract or statutory duty, or otherwise), disputes, litigation, judgements, attorney fees, and costs arising out of or
157 relating to the content of this listing, its entry into the MLS system, or any delay in dissemination of information, the advertisement of
158 the Property, distribution on the Internet and any discrepancies entered into the MLS system.

159 **18. TERMINATION.** Either party may terminate this Agreement by giving five (5) calendar days written notice to the other party,
160 except that Seller cannot unilaterally terminate this Agreement if the Property is subject to an accepted offer to purchase. If Seller
161 terminates this Agreement prior to the expiration date specified in Section 4 above, or any extension or renewal, Seller agrees to
162 reimburse Listing Firm for promotional and advertising costs expended by Listing Firm for the marketing of the Property as of the
163 date of termination. Such payment shall not relieve Seller from the obligation to pay the balance of the Seller Brokerage Fee (and
164 Buyer Brokerage Fee, if any) as set forth in Section 5 above, should any event described in Section 5 occur.

165 **19. DISPUTE RESOLUTION: MEDIATION AND ARBITRATION.** Any claim, controversy, or dispute which relates to any alleged
166 breach of this Agreement, or which arises out of, or which is based upon the Seller/Listing Firm relationship, including all contract
167 and tort claims and claims for fees or commissions (or any defenses or counter claims relating thereto) between Seller and Listing
168 Firm (including Listing Firm's officers, employees, agents, and any brokers representing a potential or actual buyer) shall be submitted
169 to non-binding mediation in accordance with the procedures of the Portland Mediation Service or other organization-adopted
170 mediation program (collectively called "the System"). All claims, controversies, or disputes not resolved by mediation, or otherwise,
171 shall be decided not by court action, but by neutral, binding arbitration in accordance with the then effective arbitration rules of the
172 Arbitration Service of Portland. Judgement upon the award rendered by the arbitrator(s) may be entered in any court having
173 jurisdiction.

174 **20. ATTORNEY'S FEES.** If arbitration or litigation is filed in connection with any dispute relating to this Agreement, the prevailing
175 party shall be entitled to reasonable attorney's fees and costs in connection with such arbitration, appeal, and enforcement.

176 **21. MODIFICATIONS.** This Agreement may be modified only in writing when signed by Seller and Listing Firm.

177 **22. SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon Seller and Seller's successors and assigns.

178 **23. ADDITIONAL PROVISIONS.** For any additional provisions, see below and attached Addendum(s) if any:

179 _____
180 _____
181 _____
182 _____

183 **SELLER AND LISTING FIRM ACKNOWLEDGEMENT.**

184 THIS IS A LEGALLY BINDING AGREEMENT, AND IF SELLER DOES NOT UNDERSTAND ANY OF THE TERMS OR PROVISIONS
185 SET FORTH PREVIOUSLY, SELLER IS ADVISED TO SEEK COMPETENT LEGAL ADVICE. SELLER IS ALSO ENCOURAGED TO
186 SEEK COMPETENT TAX ADVICE IF SELLER HAS ANY QUESTIONS OF TAX LIABILITY. (If signing as a legal representative or
187 attorney-in-fact, please state legal capacity or entity represented.)

188 **Seller Signature:** _____ **Date:** _____

189 **Seller Signature:** _____ **Date:** _____

190 **Seller Signature:** _____ **Date:** _____

191 **Seller Mailing Address:** _____

192 **Seller Phone:** _____ **Seller Email Address:** _____

193 **Listing Firm Principal Broker Name:** _____ **Email Address:** _____

194 **Listing Firm Principal Broker Signature:** _____ **Date:** _____