

LISTING AGREEMENT - EXCLUSIVE

1 **1. PARTIES:** This Listing Agreement - Exclusive (this "Listing Agreement") is by and between (*insert seller name[s]*) _____
2 _____ ("Seller")
3 and (*insert firm name*) _____ ("Firm"),
4 by and through its real estate agent (*insert name*) _____ ("Seller's Agent"),
5 whose Oregon real estate license number is _____. Seller's Agent is supervised by (*identify Seller's Agent's authorized*
6 *principal broker*) _____ ("Seller's Agent's Authorized Principal
7 Broker"), who can be contacted at (*insert phone number*) _____. As used below in this Listing Agreement, the term "Seller's
8 Agent" will refer collectively to the Seller's Agent, Firm, Seller's Agent's Authorized Principal Broker, and any of Firm's other real estate agents assisting
9 Seller's Agent in the representation of Seller in the sale of (*insert property address*): _____
10 _____ (the "Property").

11 **2. EXCLUSIVITY:** Seller's Agent will have the exclusive right to offer the Property for sale, lease, option, or exchange (the "Sale") generally described
12 below (the "Services") during the Term (defined in Section 3). Seller will work only with Seller's Agent to perform the Services and will not engage or
13 employ any other real estate firm or person to offer the Property for Sale during the Term. Seller represents and warrants to Seller's Agent that Seller
14 is not a party to any agreement with any other real estate agent or firm to perform any of the Services for the Property.

15 **3. TERM:** This Listing Agreement will begin when all parties have signed and delivered this Listing Agreement and will expire at 5:00 p.m. on (*insert*
16 *date*) _____ ("Term"). If Seller enters into a Sale agreement during the Term, the Term will automatically be extended to
17 include the closing date of the Sale. The Term, including any automatic extensions, will not exceed twenty-four (24) months.

18 **4. COMPENSATION:** COMPENSATION FOR REAL ESTATE AGENTS IS NOT SET BY LAW: THERE IS NO STANDARD OR MINIMUM LEVEL OF
19 COMPENSATION FOR REAL ESTATE AGENTS. SELLER IS FREE TO NEGOTIATE THE TERMS OF COMPENSATION WITH SELLER'S AGENT.

20 Seller will pay Firm as follows: (*select all that apply*)

21 (a) **Fee.** Seller will pay Firm a fee of (*select and complete one*) \$ _____ or _____ % of the gross sale, lease, or option price
22 (the "Fee") if, during the Term, or during any extension of the Term, or within _____ calendar days (one hundred eighty [180] if not filled in)
23 after its expiration or termination, Seller closes a Sale with a buyer to whom the Property was shown during the Term.

24 **Seller(s) Initials** (*required if option [a] is selected*) _____ / _____ / _____ / _____

25 If Seller enters into a listing agreement after the Term and pays compensation under the terms of that listing agreement, Seller will not be
26 obligated to pay the Fee under this Listing Agreement.

27 Seller will pay the Fee to Firm at closing of the Sale and authorizes Firm to divide the Fee with real estate agents at Firm at Firm's discretion.

28 If Firm is entitled to a Fee under this Section 4(a), Seller assigns to Firm the proceeds of any Sale to the extent of the Fee and instructs escrow
29 to pay the Fee to Firm at closing of a Sale.

30 (b) **Nonrefundable Fee.** Seller will pay a nonrefundable fee of \$ _____ to Firm upon signing and delivering this Listing Agreement.
31 This fee (*select one*) will will not be credited against any compensation to which the Firm becomes entitled under this Listing Agreement.

32 **Seller(s) Initials** (*required if option [b] is selected*) _____ / _____ / _____ / _____

33 **5. PRICE:** Seller authorizes Seller's Agent to market the Property at a price of (*enter price*) \$ _____.

34 **6. MULTIPLE LISTING SERVICES:** A Multiple Listing Service ("MLS") is an organization that allows real estate agents to share information about
35 properties available for sale. Other companies may publish information about the Property that they obtain from an MLS on their website. MLS rules
36 may prohibit Seller's Agent from placing on an MLS any information regarding Seller's willingness to compensate a buyer's real estate agent.

37 Seller's Agent is authorized to begin marketing the Property as of: (*insert date or event*) _____
38 _____.

39 Seller instructs Seller's Agent as follows: (*select one*)

40 (a) **Enter into MLS(s).** Seller's Agent is authorized to use one or more Oregon MLSs to market the Property, and Seller will complete all
41 forms required by those MLSs. Seller's Agent will enter the Property information into the following MLSs: (*select all that apply*)

42 RMLS Oregon, Oregon Data Share MLS, Willamette Valley MLS, Oregon Coast MLS,

43 Clatsop Association of Realtors® MLS, Tillamook County Board of Realtors® MLS, Intermountain MLS

Seller Initials _____ / _____ / _____ / _____

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44 (b) **Do Not Enter into any MLS.** Seller authorizes Seller's Agent to exclude the Property information from any MLS. If selected, Seller
45 acknowledges some MLSs may require Seller to sign additional documentation.

46 (c) **No MLS Membership.** Seller acknowledges that Seller's Agent is not a member of an MLS and the property will not be entered into an
47 MLS.

48 **6.1. Coming Soon.** (This section only applies if 6[a] is selected above.) Each property listed in an MLS is given a status label related to the way
49 the property is currently being marketed. Coming Soon status is a period of time that the Property will be advertised in the MLS, however, there
50 may be restrictions regarding distribution to other websites and property showings as well as other MLS rules ("Coming Soon"). (select one)

51 (a) Seller authorizes marketing of the Property in Coming Soon status for up to ____ calendar days (not to exceed the maximum number
52 of days permitted by the applicable MLS) after the date this Listing Agreement is signed and delivered. If this section is selected, Seller
53 acknowledges the MLS in which this Property is listed may require Seller to sign additional documentation.

54 (b) Seller does not authorize marketing of the Property as Coming Soon.

55 **7. AUTHORITY:** During the Term, Seller authorizes Seller's Agent to:

56 (a) advertise the Property for sale;

57 (b) access and allow access to the Property, and use and allow use of the utilities at the Property, by

58 (i) real estate agents to show it to prospective buyers;

59 (ii) appraisers to appraise the Property;

60 (iii) home inspectors to inspect the Property; and

61 (iv) contractors to perform repairs or improvements to the Property as authorized by Seller;

62 (c) cooperate with other real estate agents in facilitating a Sale of the Property;

63 (d) accept or allow buyer's real estate agents or escrow to accept earnest money deposits on Seller's behalf;

64 (e) take any other action reasonably necessary to bring about a Sale of the Property; and

65 (f) after closing of any Sale of the Property, disclose to the MLS and appraisers any contributions or other concessions paid by Seller.

66 **8. AUTHORIZATIONS:**

67 (a) Seller (select one) authorizes does not authorize Seller's Agent to place a sign on the Property advertising it for sale and remove
68 other similar signs.

69 (b) Seller (select one) authorizes does not authorize Seller's Agent to install a lockbox on the Property. A lockbox holds a key that
70 permits access to the Property for the purposes described in Section 7(b).

71 (c) (select one) Seller Seller's Agent will provide Property photographs, images, and other media (the "Media"). The provider has or
72 will:

73 (i) obtain authorization from the owners of the Media to use it in Seller's Agent's MLS and other marketing; and

74 (ii) notify the owners of the Media that Seller's Agent has no control over websites or applications displaying the Media that is received for
75 the listing, that the Media will not be deleted and will remain in the MLS after the Sale, and the Media may continue to be displayed on the
76 MLS and other websites long after a Sale or a termination, expiration or withdrawal of the Property from the market.

77 (d) If Seller authorized Seller's Agent to enter the Property into the MLS in Section 6 (Multiple Listing Services), Seller (select one)
78 authorizes does not authorize the Media to be entered into the MLS. If Seller does not authorize the Media to be entered into the MLS,
79 and the MLS(s) selected in Section 6 (Multiple Listing Services) require(s) a photo of the Property, Seller authorizes Seller's Agent to enter
80 one exterior photo of the Property.

81 **9. SELLER'S AGENT'S REPRESENTATION OF OTHER SELLERS OR BUYERS:** Seller acknowledges:

82 (a) Seller has received and read the Initial Agency Disclosure Pamphlet, which describes Seller's Agent's obligations to Seller;

83 (b) Seller's Agent might represent other sellers who desire to sell, option, exchange, or lease properties similar to the Property; and

84 (c) Seller's Agent might represent buyers who are interested in acquiring the Property.

Seller Initials _____ / _____ / _____ / _____

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85 Seller and Seller's Agent will enter into a Disclosed Limited Agency Agreement if Seller consents to Seller's Agent's representation of other persons
86 in transactions involving the Property.

87 **10. SELLER'S AGENT'S OBLIGATIONS:** Seller's Agent will:

88 (a) deal honestly and in good faith;

89 (b) present all written offers, notices, and other communications to and from Seller in a timely manner without regard to whether the Property
90 is subject to a contract for Sale;

91 (c) disclose material facts known by the seller's real estate agent and not apparent or readily ascertainable to a party;

92 (d) exercise reasonable care and diligence;

93 (e) account in a timely manner for money and property received on behalf of Seller;

94 (f) be loyal to Seller by not taking action that is adverse or detrimental to Seller's interest in a transaction;

95 (g) disclose in a timely manner to Seller any conflict of interest, existing or contemplated;

96 (h) advise Seller to seek expert advice on matters related to the transaction that are beyond Seller's Agent's expertise;

97 (i) maintain confidential information from or about Seller except under subpoena or court order, even after termination of the agency
98 relationship; and

99 (j) unless agreed otherwise in writing, make a continuous, good-faith effort to find a buyer for the Property, except that Seller's Agent is not
100 required to seek additional buyers for the Property while the Property is subject to a contract for Sale.

101 Nothing in this section implies a duty to investigate matters that are outside the scope of Seller's Agent's expertise, including but not limited to the
102 investigation of the condition of the Property, the legal status of the title, or the Seller's past conformance with law, unless the Seller's Agent agrees
103 in writing to investigate a matter.

104 **11. SELLER'S OBLIGATIONS:** Seller will cooperate with Seller's Agent by:

105 (a) furnishing all personal and financial information necessary for Seller's Agent to perform the Services, and indemnifying and holding Seller's
106 Agent harmless from all claims resulting from incomplete or inaccurate information provided by Seller;

107 (b) participating in all negotiations and complying with any agreement entered into, in good faith;

108 (c) not engaging or employing any other real estate firm or person to perform Services during the Term;

109 (d) ensuring all smoke and carbon monoxide detectors are installed as required by state and local laws;

110 (e) accurately providing all listing data and completing all property disclosure statements and other disclosures requested by Seller's Agent;

111 (f) making reasonable preparations for showings by keeping the Property neat and clean, placing any valuables in a secure location, and
112 correcting any dangerous conditions;

113 (g) allowing reasonable access to the Property, including tenant consent if applicable, for showings, open houses, inspections, appraisals,
114 repairs, and walk-throughs; and

115 (h) closing the Sale of the Property in escrow with an escrow agent licensed in the State of Oregon.

116 **12. UNREPRESENTED BUYERS:** A buyer who elects to be unrepresented in a real estate transaction may ask a seller's real estate agent for access
117 to a property and assistance in writing an offer. Oregon law allows sellers' real estate agents to write offers that involve unrepresented buyers, but
118 some sellers and some sellers' real estate agents may be unwilling to participate in this activity. Seller's Agent will only represent a buyer or buyers
119 in a transaction involving the Property if Seller permits Seller's Agent to do so in the attached Disclosed Limited Agency Agreement for Sellers. With
120 respect to unrepresented buyers:

121 (a) Seller's Agent (*select one*) may may not show the Property to an unrepresented buyer;

122 (b) Seller's Agent, while representing only Seller, (*select one*) may may not write an offer for an unrepresented buyer; and

Seller Initials _____ / _____ / _____ / _____

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123 (c) If Seller has elected above to allow Seller's Agent to write an offer for an unrepresented buyer, in consideration of the additional duties
124 involved in working with that unrepresented buyer, Seller will pay Firm an additional fee of (*select and complete one*) \$ _____
125 or _____% of the Sale if Seller closes a Sale with an unrepresented buyer to whom the Property was shown by Seller's Agent during the
126 Term.

127 **13. EARLY TERMINATION:** This Listing Agreement will not be terminated before the end of the Term if Seller enters into a Sale agreement that has
128 not yet terminated or closed. If Seller is not party to a Sale agreement:

129 (a) Seller's Agent may terminate this Listing Agreement early by giving Seller written notice;

130 (b) Seller may terminate this Listing Agreement early by giving Seller's Agent written notice and paying Firm an early termination fee equal to:
131 (*select one*)

132 (i) the cost of all expenses incurred by Seller's Agent in marketing the Property before the date of the early termination, as evidenced
133 by receipts promptly delivered to Seller, or

134 (ii) \$ _____ (zero dollars [\$0] if not filled in); and

135 **Seller(s) Initials** (*required if an amount is entered*) _____ / _____ / _____ / _____

136 (c) termination of this Listing Agreement will be effective as of the date the written notice of termination is delivered. The obligation to pay any
137 fee selected in Section 13(b) will survive termination of this Listing Agreement.

138 **14. BUYER'S AGENT COMPENSATION:** A buyer's offer to purchase the Property might include a provision requiring the Seller to pay some amount
139 toward the compensation the buyer owes their real estate agent. Seller's Agent will present all offers to Seller, including offers with buyer's real estate
140 agent compensation provisions, and Seller is free to accept, reject, or modify such provisions. The Fee (see Section 4, Compensation) does not
141 include any amount Seller agrees to pay toward buyer's real estate agent compensation: any buyer's real estate agent compensation Seller pays
142 would be in addition to the Fee.

143 **15. DISCLOSURE STATEMENT:** Unless exempt, Seller agrees to complete a Seller's Property Disclosure Statement ("Statement") regarding the
144 Property as provided by Oregon law. Seller will immediately notify Seller's Agent if Seller becomes aware of any information regarding the Property,
145 its value, or any defect in the condition of the Property, which changes any information previously disclosed on the Statement, or if any information
146 previously provided to Seller's Agent becomes inaccurate. Seller authorizes Seller's Agent to deliver a copy of such Statement to any buyer or
147 prospective buyer, and to rely solely upon Seller's representations set forth in this Listing Agreement and in the Statement. Seller will indemnify and
148 hold Seller's Agent harmless from and against any cost, loss, or damage arising out of any breach by Seller of its representations under this Listing
149 Agreement or the Statement.

150 **16. SURVEILLANCE DEVICES:** For purposes of this Listing Agreement, a surveillance device is any device or system, including a smart doorbell,
151 that has the ability to record or transmit video and/or audio. It is illegal under Oregon law to obtain a conversation without the consent of at least one
152 of the parties to that communication, and placing a device in an area where a person has a reasonable expectation of privacy may subject the device's
153 owner to liability. Seller will turn off the audio function of any surveillance device during showings, open houses, investigations, examinations, or
154 inspections of the Property. Seller will indemnify and hold harmless Seller's Agent from any liability arising out of Seller's use of a surveillance device
155 on the Property.

156 **17. FIRPTA:** The Foreign Investment in Real Property Tax Act ("FIRPTA") requires a buyer to withhold a portion of a seller's proceeds (up to 15% of
157 the purchase price) if the seller is a "foreign person" who does not qualify for an exemption. A "foreign person" is generally a person who is not a U.S.
158 citizen or a resident alien (a "green card" holder). If Seller is a "foreign person," then even if there is an exemption, Seller will promptly consult with
159 accounting or legal experts to determine how Seller will comply with FIRPTA to avoid delaying a sale. Seller warrants and represents to Firm that
160 Seller (*select one*) is is not a "foreign person" under FIRPTA.

161 **18. FORFEITED EARNEST MONEY:** If a buyer forfeits their earnest money in any sale, a portion of the earnest money equal to Seller's escrow
162 cancellation fees and other costs paid by Seller will first be paid to Seller, and if there is any earnest money remaining, _____% of the remainder
163 amount will be paid to Seller, and _____% of the remainder will be paid to Seller's Agent. If Seller's Agent's portion exceeds the fees Seller is entitled
164 to receive under this Listing Agreement, the amount that exceeds those fees will be paid to Seller.

165 **Seller(s) Initials** (*required*) _____ / _____ / _____ / _____

Seller Initials _____ / _____ / _____ / _____

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166 **19. EQUAL HOUSING OPPORTUNITY:** The Property will be shown and made available to prospective buyers without regard to race, color, religion,
167 sex, disability, familial status, national origin, sexual orientation or gender identity, and all other classes protected by Federal, State, or local laws.

168 **20. ACKNOWLEDGMENTS:** Seller acknowledges and agrees to the following:

169 (a) **Exclusivity.** By appointing Seller's Agent as Seller's exclusive real estate agent, Seller is agreeing that, during the Term, Seller will work
170 only with Seller's Agent to perform the Services, and will not engage any other person or entity to perform the Services.

171 (b) **Hiring Experts.** Seller's Agent is qualified to advise Seller about the purchase and sale of real estate, but is not an expert in law, tax,
172 finance, surveys, structural conditions, hazardous materials, land use, title, environmental risks, engineering, and other aspects of the due
173 diligence process. Seller's Agent may not investigate the status of permits, zoning, condition of the Property, location of property lines, code
174 compliance, or square footage. Although Seller's Agent may provide names or sources for advice or assistance, Seller's Agent does not
175 warrant the services of such providers or their products.

176 (c) **Confidentiality.** Although Seller's Agent will not disclose Seller's confidential information (such as transaction terms or motivation to sell)
177 except as required under Oregon law, Seller acknowledges that Buyers or their representatives may not treat the existence, terms, or conditions
178 of an offer as confidential, and may freely disclose those matters unless confidentiality is specifically agreed upon in a written agreement.

179 (d) **Disclosure.** Seller's Agent must disclose any material information about the Property or its value known to Seller or Seller's Agent.

180 (e) **How Compensation is Paid.** This Listing Agreement helps to ensure that seller expectations regarding when and how much compensation
181 sellers pay are met. Compensation is paid by buyers and sellers to real estate firms, and those firms pay a portion of that compensation to
182 their real estate agents. Buyers can ask sellers to pay compensation to buyers' real estate agents' firms. Before a seller's real estate agent
183 and buyer's real estate agent agree to share compensation, they must disclose to their clients the amount and other terms of the shared
184 compensation. Compensation may be paid at the beginning of a representation, in installments, or at closing. Seller should discuss with Seller's
185 Agent any matter regarding compensation that Seller does not understand.

186 (f) **Teams and Covering Agents.** For purposes of this Listing Agreement, real estate agents who Seller's Agent assigns to work with Seller
187 are also Seller's exclusive agents.

188 **21. DISPUTE RESOLUTION:** All disputes or claims of any kind between Seller's Agent and Seller related to or arising under this Listing Agreement
189 that cannot be resolved through formal or informal mediation will be submitted to final and binding arbitration under the rules of the Arbitration Service
190 of Portland. The prevailing party in any arbitration will, at the discretion of the arbitrator, be entitled to recovery of all costs, disbursements, and
191 attorney fees as allowed by law. However, if Seller enters into a Sale agreement with a buyer to whom the Property was shown during the Term, the
192 dispute resolution provisions contained in that agreement will supersede and replace this section. By consenting to this provision, the parties agree
193 that disputes arising under this Listing Agreement will be heard and decided by one or more neutral arbitrators, and the parties are giving up the right
194 to have the matter tried by a judge and jury. The right to appeal an arbitration decision is limited under Oregon law.

195 **22. ENTIRE AGREEMENT:** The terms of this Listing Agreement are the complete and final expression of the entire agreement between Seller and
196 Seller's Agent and cannot be modified except in writing, signed by both Seller and Seller's Agent.

197 **23. ADDITIONAL PROVISIONS:** If this section is used to modify the Fee, it must be easily understood by Seller and Seller's Agent.

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Seller Initials _____ / _____ / _____ / _____

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LISTING AGREEMENT - EXCLUSIVE**SIGNATURES AND CONTACT INFORMATION**

211 Seller _____ Date/Time _____ ←
212 Print _____
213 Phone Number _____ Email _____
214 Mailing Address (if different than the Property) _____

215 Seller _____ Date/Time _____ ←
216 Print _____
217 Phone Number _____ Email _____
218 Mailing Address (if different than the Property) _____

219 Seller _____ Date/Time _____ ←
220 Print _____
221 Phone Number _____ Email _____
222 Mailing Address (if different than the Property) _____

223 Seller _____ Date/Time _____ ←
224 Print _____
225 Phone Number _____ Email _____
226 Mailing Address (if different than the Property) _____

227 Seller's Agent _____ Date/Time _____ ←
228 Print _____

229 Firm Mailing Address _____

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