

PROPERTY ADDRESS: \_\_\_\_\_ CITY, STATE \_\_\_\_\_ **OR**

1 **1. AGENCY.** Seller has received and read a copy of the Initial Agency Disclosure Pamphlet. SELLER  
 2 authorizes BROKER's FIRM to appoint BROKER to act as SELLER's listing BROKER. It is understood  
 3 and agreed that this Agreement creates an agency relationship with BROKER and BROKER's FIRM only,  
 4 not with any other brokers of BROKER's FIRM. Any broker other than BROKER who procures a  
 5 prospective buyer for the Property will not be representing SELLER and may represent a buyer.

6 **2. EXCLUSIVE RIGHT TO SELL.** In consideration for the services to be rendered by the undersigned  
 7 BROKER's FIRM, the undersigned SELLER hereby grants to BROKER's FIRM the exclusive right to sell  
 8 the property located at the address set forth above and more particularly described on the RMLS™ Listing  
 9 Data Input Form here to attached (the "Property").

10 This listing is:

11 \_\_\_ AN ACTIVE LISTING (ACT). Date marketing to begin is \_\_\_\_\_, \_\_\_\_\_,  
 12 which will be the List Date published in RMLS™. No marketing may occur before such date.

13 \_\_\_ COMING SOON-NO SHOWING LISTING (CSN). Will automatically convert to ACT on  
 14 first date for showing and Date marketing to begin on \_\_\_\_\_, \_\_\_\_\_ (not  
 15 more than 21 days from date of this Agreement). Property will be shown in RMLS™ as CSN status  
 16 and is subject to certain marketing restrictions, as provided in the RMLS™ Rules and Regulations,  
 17 including a prohibition against any showings and Internet advertising. A sign and flyer including  
 18 the phrase "Coming Soon" may be placed on the Property.

19 \_\_\_ EXCLUDED FROM MLS. The Property will not be submitted to, or published in, RMLS™.  
 20 The Authorization to Exclude from MLS Addendum and Public Marketing must be completed and  
 21 submitted to RMLS™.

22 For purposes of this Section, marketing includes, but is not limited to, flyers displayed in windows, yard  
 23 signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW),  
 24 digital communications marketing (email blasts), multi-brokerage listing sharing networks, and  
 25 applications available to the general public. SELLER further allows BROKER's FIRM a reasonable time  
 26 after termination or expiration of this Agreement to close any transaction on which earnest money, has been  
 27 paid, or a promissory note for earnest money has been tendered. No extension or renewal of this Agreement  
 28 shall be effective unless it is in writing signed by SELLER and authorized signatory of BROKER's FIRM.

29 **3. LIST PRICE.** List Price \$ \_\_\_\_\_.

30 **4. TERM.** This Agreement is effective when fully signed by all parties, and shall terminate at 11:59 p.m.  
 31 on \_\_\_\_\_.

32 **5. BROKERAGE FEE.** SELLER shall pay a brokerage fee as set forth in Section 8 below in an amount  
 33 equal to \_\_\_\_\_% of the selling price or option exercise price of the Property or  
 34 \$ \_\_\_\_\_. From the brokerage fee an amount equal to \_\_\_\_\_% of the selling price or option  
 35 exercise price of the Property or \$ \_\_\_\_\_ will be offered to Cooperating Firm (BAC). SELLER  
 36 hereby irrevocably assigns to BROKER's FIRM the proceeds of such transaction to the extent of  
 37 BROKER's FIRM's fee and irrevocably instructs the escrow agent, if any, to pay BROKER's FIRM's fee  
 38 at closing out of such proceeds.

39 **6. DISBURSEMENT.** In the event of forfeiture of earnest money for any transaction relating to this  
 40 Agreement, the earnest money shall be disbursed as follows: SELLER \_\_\_\_\_% BROKER's FIRM

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41 \_\_\_\_\_ % OR (check if applicable)  to BROKER's FIRM to the extent of the brokerage fee, with  
 42 balance to SELLER. SELLERS' Initials \_\_\_\_\_ / \_\_\_\_\_

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

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

51 (a) finds a buyer ready, willing, and able to purchase the Property for the price and terms set forth  
 52 in the attached RMLS™ Listing Data Input Form or such other price and terms as SELLER may  
 53 accept; or

54 (b) places SELLER in contact with a person to whom SELLER sells the Property during the term  
 55 of this Agreement or within \_\_\_\_\_ ( \_\_\_\_\_ ) days after  
 56 termination of this Agreement.

57 **In any event, SELLER shall pay the sum set forth in Section 5 above to BROKER's FIRM if SELLER**  
 58 **cancels the authority hereby given or if SELLER sells or agrees to sell the Property during the term**  
 59 **of this Agreement or any extension or renewal hereof.** Section 8 (b) above shall not apply if, following  
 60 the termination of this Agreement, SELLER lists the Property for sale with another duly licensed real estate  
 61 broker and if the application of such section(s) would result in SELLER's liability for more than one  
 62 brokerage fee. The term "sale" shall include any exchange or trade to which SELLER consents. In the  
 63 event of an exchange, trade or lease option, BROKER's FIRM is permitted to represent and receive  
 64 compensation from both parties.

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

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

82 SELLER hereby authorizes RMLS™ to use, relicense, repurpose, display and otherwise deal with photos  
 83 and data regarding the Property, without compensation to the SELLER. Such authority shall survive  
 84 expiration or termination of this Agreement. Tenant occupancy - if tenant(s) occupies property, and

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85 authority from the tenant(s) is required for BROKER's FIRM to do any of the items listed in Section 9,  
86 SELLER shall obtain such authority from tenant(s).

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

89 **11. INTERNET.** SELLER  does  does not (check one) authorize BROKER's FIRM to advertise the  
90 Property on the Internet.

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

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

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

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

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

116 Notwithstanding the following provisions, SELLER, BROKER's FIRM and the licensees, if any, mutually  
117 agree that all Claims within the jurisdiction of the Small Claims Court shall be brought and decided there,  
118 in lieu of mediation, arbitration or litigation in any other court of law.

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

125 All claims that have not been resolved by mediation, or otherwise, shall be submitted to final and binding  
126 private arbitration in accordance with Oregon Laws. Filing for arbitration shall be treated the same as filing

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127 in court for purposes of meeting any applicable statutes of limitation or for purposes of filing a *lis pendens*.  
 128 SELLER, BROKER's FIRM and/or their licensees may use any professional arbitration company which  
 129 provides such service to the county where the Property is located, as selected by the party first filing for  
 130 arbitration. Provided, however, if no arbitration company has available services when the Claim arose,  
 131 neither SELLER, BROKER's FIRM, nor their respective licensees, if any, shall be required to participate  
 132 in arbitration.

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

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

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

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

150 **17. REQUIRED DETECTORS.** Oregon Real Estate laws require SELLER to install an approved  
 151 SMOKE DETECTOR(s) and approved CARBON MONOXIDE DETECTOR(s) in the building(s) located  
 152 on the Property. SELLER will install approved smoke detector(s) and approved carbon monoxide  
 153 detector(s) in the building(s) located on the Property, as required by law.

154 **18. SELLER'S REPRESENTATIONS AND WARRANTIES.** SELLER hereby represents and warrants  
 155 to BROKER's FIRM:

- 156 (a) that the undersigned SELLER has full authority to enter into this Agreement and to convey  
 157 marketable title to the Property to a buyer;  
 158 (b) the information on the attached Listing Data Input Form is correct and complete; and  
 159 (c) as of the date(s) of the closing of the sale of the Property and transfer of possession, all aspects  
 160 of the Property will be in substantially their present condition and free of material defects, except  
 161 as disclosed in the sale agreement or Seller's Property Disclosure Statement.

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

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

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

171 **20. ADDITIONAL PROVISIONS.** \_\_\_\_\_

172 \_\_\_\_\_

173 \_\_\_\_\_

174 \_\_\_\_\_

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

BROKER (printed) **Shannon Ilas**

BROKER Signature \_\_\_\_\_

Date of BROKER's Signature \_\_\_\_\_

Phone **(971)220-8165**

Email **shannon@shannonilashomes.com**

BROKER's License # **201220903**

BROKER's FIRM (printed) **Keller Williams Realty Professionals**

Address **421 SE 10th Ave**

Address \_\_\_\_\_

City **Portland** State **OR** Zip **97214**

Phone **(503)719-5588**

Email \_\_\_\_\_

BROKERAGE License # **201210503**

**SELLER(S):**

SELLER (printed) \_\_\_\_\_

SELLER Signature \_\_\_\_\_

Date of SELLER'S Signature \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone (w) \_\_\_\_\_

Phone (h) \_\_\_\_\_

Email \_\_\_\_\_

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

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SELLER (printed) \_\_\_\_\_

SELLER Signature \_\_\_\_\_

Date of SELLER'S Signature \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone (w) \_\_\_\_\_

Phone (h) \_\_\_\_\_

Email \_\_\_\_\_

If legal representative or attorney-in-fact state capacity and name of real party in interest

Name \_\_\_\_\_

Capacity \_\_\_\_\_

On Behalf of \_\_\_\_\_

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