



9.4 BUYER REPRESENTATION AGREEMENT

1 This is a legally binding agreement establishing an exclusive agency relationship between Buyer and Agent and establishing Buyer's
2 obligations to compensate Agent. If Buyer does not understand this Agreement Buyer should seek the advice of an attorney.

3 1. Parties to this Agreement.

4 Buyer: Oregon Water Wonderland II, POA

Broker: Chance Jackson Tianna Waite-Jackson

5 Buyer: _____

Principal Broker Jenelle McCleary

6 Buyer: _____

Firm Realty One Group Discovery

7 Buyer: _____

8 **2. Purpose.** This Agreement establishes an exclusive agency relationship between Buyer and Agent for the purpose of meeting Buyer's
9 objective ("Objective") to purchase, lease, exchange or obtain an option to purchase the following (check all that apply):
10 ☐ Residential Real Estate ☐ Commercial Real Estate ☐ Manufactured or Floating Home ☐ Agricultural Land ☒ Vacant Land; in the
11 following locations and on the following terms: 17153 WOOD DUCK CT, Bend, Oregon 97707

12 _____

13 _____

14 _____

15 ☐ Other objective (describe objective): _____

16 _____

17 **3. Agents.** By signing below, Buyer understands and agrees that this Agreement creates an agency relationship with Broker, Principal
18 Broker, Chance Jackson, Tianna Waite-Jackson [insert name(s) of additional agents acting
19 as buyer's agent] and with any other agent associated with Firm that Firm appoints to act as Buyer's agent (collectively and individually
20 referred to in this agreement as "Agent").

21 **4. Buyer Acknowledgement.** Buyer acknowledges that at first contact with Agent, Buyer received the Initial Agency Disclosure
22 Pamphlet describing agency relationships and legal duties of Agent, and that Buyer reviewed and understands the information
23 contained therein. Buyer acknowledges that Agent is not an expert in legal, zoning, financial, construction, engineering, or
24 environmental health and safety matters and that Agent has no duty to investigate matters outside of Agent's expertise. Agent cannot
25 guarantee accuracy of information received from third-parties nor the confidentiality of information given to third-parties. Buyer
26 represents that Buyer has not entered into any agreement establishing an agency relationship with another buyer's agent that overlaps
27 with this Agreement's Objective or that obligates Buyer to compensate the other agent for accomplishment of said Objective.

28 5. Duties and Services of Agent.

- 29 (i) Agent will act as Buyer's agent in accomplishing Objective and in doing so Agent is bound by the relevant duties and responsibilities
30 described in the Initial Agency Disclosure Pamphlet and the REALTOR® Code of Ethics.
31 (ii) Agent shall use reasonable efforts to accomplish Objective.
32 (iii) Agent shall locate property as described in Section 2 from the information available in the Multiple Listing Service ("MLS") and
33 other sources available to Agent.
34 (iv) Agent shall make submissions to Buyer describing and identifying properties that substantially meet the criteria set forth in Section
35 2, subject to any additional limitations expressed by Buyer verbally or in writing.
36 (v) Agent shall negotiate acceptance and terms of offers to acquire such property per Buyer's instructions and within the scope of
37 Agent's expertise.

38 6. Duties of Buyer.

- 39 (i) Buyer shall cooperate and not interfere with Agent's efforts to accomplish Objective.
40 (ii) Buyer shall promptly provide Agent with all pertinent information requested by Agent for the purpose of accomplishing Objective.
41 (iii) Buyer will reasonably communicate with Agent about Buyer's preferences and intentions related to Objective and will promptly
42 respond to communications from Agent.
43 (iv) Upon delivery by Agent, Buyer will read **Form 10.1 Buyer Advisory**.
44 (v) Buyer will seek expert advice if matters arise that are outside the scope of Agent's expertise.
45 (vi) Buyer shall conduct all negotiations for property through Agent during the Term of this Agreement.
46 (vii) Buyer shall not enter into any buyer representation agreement with another agent relating to Objective during Term.
47 (viii) Buyer shall promptly provide lender and Escrow a copy of this Agreement for the purpose of including Buyer's payment obligation
48 to Agent in Buyer's Loan Estimate, Closing Disclosure and Closing/Settlement Statement, and gives Agent permission to do the
49 same. This Agreement shall be considered instructions to Escrow and Buyer will cooperate with Agent, lender and Escrow to
50 complete any additional documentation needed to ensure the payment obligation under this Agreement is satisfied at Closing.

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7. Term. The term of this Agreement begins upon Mutual Acceptance by the Parties and ends at 5:00pm on _____ [Date] or upon successful completion of Objective, whichever is sooner ("Term"). However, if Buyer is under contract with a third party to purchase or lease a property at the date and time above, Term shall be automatically extended through the closing of the transaction. At no time will Term be longer than a period of 24 months.

8. Compensation. AGENT'S COMPENSATION FOR SERVICES RENDERED IS FULLY NEGOTIABLE AND IS NOT FIXED, CONTROLLED OR RECOMMENDED BY LAW, OREGON REALTORS®, THE MLS, OR ANY PERSON NOT A PARTY TO THIS AGREEMENT

In consideration of the services to be performed under this Agreement, Buyer shall pay Firm in the following manner:

☒ At Closing, 2 % of the Gross Sales Price ("Commission"). The Gross Sales price is the sales price unmodified by seller concessions or buyer upgrades.

☐ At Closing, an amount of \$ _____ ("Flat Fee")

☐ Other compensation arrangement: _____

Agent shall be entitled to a Commission or Flat Fee in the above manner if:

(i) Buyer's acquisition occurs during the stated Term of this Agreement and Buyer has not delivered written notice of termination as described in Section 10 below prior to entering into a purchase and sale agreement for the Property

(ii) Buyer's acquisition occurs within ☒ **180 Calendar Days**; or ☐ _____ **Calendar Days** of end of the stated Term of this Agreement and Buyer became aware of the acquired property during the stated term of this Agreement.

If Buyer enters an exclusive buyer representation agreement with a subsequent duly licensed real estate broker or principal broker after expiration or mutually agreed upon termination of this Agreement, and application of this Agreement would result in Buyer paying more than one Commission or Flat Fee, no Commission or Flat Fee will be due under this Agreement. This provision does not apply if Buyer unilaterally terminates this Agreement before the end of the Term, which is governed by Section 10 below.

9. Seller Contributions Toward Buyer's Agent Compensation: Seller contributions toward Buyer Agent's compensation are neither required nor recommended by law, Oregon REALTORS®, the MLS or any third party. There are two ways in which Buyer's payment obligation to Agent in Section 8 may be offset by seller:

(i) Per agreement between the seller and listing agent, the listing agent may share a portion of the listing agent's compensation with Buyer's Agent ("Cooperative Compensation"). Such Cooperative Compensation agreement must be entered in to before Buyer submits Buyer's offer. If the Agent and Listing Agent agree that a portion of the Listing Agent's compensation will be paid to Agent, then Agent shall disclose the Cooperative Compensation agreement to Buyer prior to submission of Buyer's offer, Agent must receive Buyer's approval of the Cooperative Compensation agreement prior to submission of Buyer's offer, and Agent shall make best efforts to obtain said Cooperative Compensation at Closing.

(ii) The seller may contribute directly toward the Buyer Agent fees ("Seller Contribution"), which Buyer can request in Buyer's purchase offer. Buyer authorizes Agent to contact listing agent or seller (if seller is unrepresented) to discuss seller's willingness to provide Seller Contributions and to negotiate on Buyer's behalf for Seller Contributions.

At Closing, Cooperative Compensation and Seller Contributions, if any, shall be credited against Buyer's payment obligation in Section 8 above. Buyer shall be responsible for paying any remaining amounts owed under Section 8. Buyer consents to Agent accepting compensation from more than one party. Agent may not accept total compensation payments from all sources in excess of compensation agreed to in Section 8 and under Oregon law (ORS 696.290) Agent may not rebate excess compensation to Buyer.

10. Termination. Buyer or Agent may terminate this Agreement at any time by giving written notice to the other party. However, if Buyer unilaterally terminates this Agreement prior to the end of Term, Buyer shall pay an early termination fee of \$ _____ to be paid at the time of delivering the written termination notice, representative of the reasonable cost of Agent's expenses and time up to the moment of the Buyer's early termination. If Buyer unilaterally terminates this Agreement before the end of the Term and Buyer acquires a property within the timeframe and on the terms described in Section 8 of this Agreement, Agent will be entitled to the compensation amount contemplated in Section 8, minus the early termination fee amount in this section. Upon termination pursuant to the terms of this section, both Parties will be released of all obligations under this Agreement, other than dispute resolution obligations, obligations to pay an early termination fee and obligations to pay compensation stated in Section 8 of this Agreement.

11. Dispute Resolution. Any dispute or claim that arises out of or that relates to this Agreement, or to the interpretation or breach thereof, or to the existence, validity, or scope of this Agreement, shall be exclusively resolved in accordance with this dispute resolution provision, under the laws of Oregon. All disputes within the jurisdiction of the small claims court shall be submitted to small claims court in the county where the event giving rise to the dispute took place. All disputes not within the jurisdiction of the small claims

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101 court of the county where the event giving rise to the dispute took place will be resolved through mediation with Arbitration Services
 102 of Portland (ASP), and if unresolved through mediation, to binding arbitration through ASP according to the then-existing rules of ASP.
 103 The prevailing Party in any dispute resolution procedure (as determined by the judge, mediator or arbitrator, as applicable) shall be
 104 entitled to recover all reasonable attorneys' fees, costs and expenses incurred at trial, on appeal, at mediation and at arbitration.

105 The following matters are excluded from this Dispute Resolution provision:

- 106 (i) Any matter within the jurisdiction of probate, small claims, or bankruptcy court;
- 107 (ii) Matters that must be exclusively resolved under Article 17 of the Code of Ethics and Professional Standards Policies of the
 108 National Association of REALTORS®; and
- 109 (iii) Matters related to contracts with Buyer that predate this Agreement and contain a mandatory mediation or arbitration
 110 provision.

111 BUYER HAS BEEN ADVISED TO SEEK INDEPENDENT LEGAL COUNSEL TO UNDERSTAND THE PROVISIONS OF THIS AGREEMENT AND BY
 112 CONSENTING TO THIS AGREEMENT, HEREBY WAIVE THE CONSTITUTIONAL RIGHT TO BRING ISSUES AND CLAIMS RELATED TO THIS
 113 AGREEMENT TO A TRIAL BY JUDGE OR JURY, OTHER THAN SMALL CLAIMS COURT PROCEEDINGS, IN ANY STATE OR FEDERAL ACTION,
 114 PROCEEDING, OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY.

115 **12. Additional Provisions:** Chance Jackson is a member of the Oregon Water Wonderland II Board of
 116 Directors.

122 **13. Entire Agreement.** This Agreement sets forth the final and exclusive understanding of the Parties, and there are no other
 123 representations, warranties, statements, or agreements between the Parties except as expressly set forth in this Agreement.

124 14. Signatures

125 Buyer: <u><i>Chance Jackson</i></u>	Dated: <u>08/10/2024</u>
126 Buyer: _____	Dated: _____
127 Buyer: _____	Dated: _____
128 Buyer: _____	Dated: _____
129 Agent: <u><i>Tianna Waite-Jackson</i></u> <u><i>Chance Jackson</i></u> Dated: <u>08/10/2024</u> <u>08/10/2024</u>	



9.2 DISCLOSED LIMITED AGENCY AGREEMENT

1 **1. Property Address (if property has been identified):** 17153 Wood Duck Ct, Bend, OR 97707

2 **2. Real Estate Firm:** Realty One Group Discovery

3 **3. This Disclosed Limited Agency Agreement is between Licensed Broker ("Agent") and:** ☒ Buyer ☐ Seller

4 **4. Addendum** (if applicable). This Disclosed Limited Agency Agreement is an Addendum to Buyer Service Agreement/Listing
5 Agreement Dated: _____ ("Agency Agreement").

6 **5. Parties.** The Parties to this Disclosed Limited Agency Agreement are:

7 Agent (print): Chance R. Jackson, Tianna R. Waite-Jackson, Team Homeward Found

8 Agent's Principal Broker (print): Jenelle McCleary

9 Client: Oregon Water Wonderland II, POA Client: _____

10 Client: _____ Client: _____

11 **6. Understanding.** The Parties to this Disclosed Limited Agency Agreement understand that Oregon law allows a single real estate
12 agent to act as a disclosed limited agent — to represent both the Seller and the Buyer in the same real estate transaction, or multiple
13 Buyers who want to purchase the same property. It is also understood that when different agents associated with the same principal
14 broker (the broker who directly supervises the other agents) establish agency relationships with the Buyer and Seller in a real estate
15 transaction, the Agents' principal broker shall be the only broker acting as a disclosed limited agent representing both Seller and Buyer.
16 The other agents shall continue to represent only the Party with whom they have an established agency relationship, unless all Parties
17 agree otherwise in writing.

18 **7. Agreement.** In consideration of the above understanding, and the mutual promises and benefits exchanged here and, if applicable,
19 in the Agency Agreement, the Parties now agree as follows:

20 **A.** Client acknowledges they have received the initial agency disclosure pamphlet required by ORS 696.820 (Agency disclosure
21 pamphlet) and have read and discussed with Agent that part of the pamphlet entitled "Duties and Responsibilities of an Agent
22 Who Represents More than One Party to A Transaction." The Initial Agency Disclosure pamphlet is hereby incorporated into this
23 Disclosed Limited Agency Agreement by reference.

24 **B.** Client, having discussed with Agent the duties and responsibilities of an agent who represents more than one party to a
25 transaction, consents and agree as follows (Client may check no boxes or as many boxes as they wish):

26 **(1) If Client is Buyer:** Buyer agrees that Agent and the Agent's Principal Broker, in addition to representing Client, may
27 represent: ☒ the Seller and/or ☒ another Buyer in any transaction involving Client;

28 **If Client is Seller:** ☐ By checking this box, Seller agrees that Agent and the Agent's Principal Broker, in addition to
29 representing Client, may represent one or more Buyers in any transaction involving the Property;

30 **(2)** In a transaction involving Property where the Client is represented by an agent who works in the same real estate
31 business as the Agent and who is supervised by the Agent's Principal Broker, the Principal Broker may represent both
32 Seller and Buyer in that Principal Broker's supervisory capacity. In such a situation, the Agent will continue to represent
33 only the Client and the other agent will represent only the non-Client party, consistent with the applicable duties and
34 responsibilities set out in the Initial Agency Disclosure pamphlet;

35 **(3)** In all other cases, the Agent and the Agent's Principal Broker shall represent Client exclusively.

36 **8. Signatures**

37 Client: *Chance R. Jackson* Dated: 08/10/2024

38 Client: _____ Dated: _____

39 Client: _____ Dated: _____

40 Client: _____ Dated: _____

41 Agent Signature: *Chance Jackson* *Tianna Waite-Jackson* Date: 08/10/2024 08/10/2024

42 (On their own and on behalf of Principal Broker)

44 Principal Broker initial and review date: *JM* 08/10/2024

OREGON REAL ESTATE AGENCY

Initial Agency Disclosure Pamphlet

Consumers: This pamphlet describes the legal obligations of Oregon real estate licensees to consumers. Real estate brokers and principal real estate brokers are required to provide this information to you when they first contact you. A licensed real estate broker or principal broker need not provide the pamphlet to a party who has, or may be reasonably assumed to have, received a copy of the pamphlet from another broker.

This pamphlet is informational only. Neither the pamphlet nor its delivery to you may be interpreted as evidence of intent to create an agency relationship between you and a broker or a principal broker.

Real Estate Agency Relationships

An “agency” relationship is a voluntary legal relationship in which a licensed real estate broker or principal broker (the “agent”) agrees to act on behalf of a buyer or a seller (the “client”) in a real estate transaction. Oregon law provides for three types of agency relationships between real estate agents and their clients:

- **Seller’s Agent** -- Represents the seller only.
- **Buyer’s Agent** -- Represents the buyer only.
- **Disclosed Limited Agent** -- Represents both the buyer and seller, or multiple buyers who want to purchase the same property. This can be done only with the written permission of all clients.

The actual agency relationships between the seller, buyer and their agents in a real estate transaction must be acknowledged at the time an offer to purchase is made. Please read this pamphlet carefully before entering into an agency relationship with a real estate agent.

Definition of “Confidential Information”

Generally, licensees must maintain confidential information about their clients.

“Confidential information” is information communicated to a real estate licensee or the licensee’s agent by the buyer or seller of one to four residential units regarding the real property transaction, including but not limited to price, terms, financial qualifications or motivation to buy or sell.

“Confidential information” does not mean information that:

- The buyer instructs the licensee or the licensee’s agent to disclose about the buyer to the seller, or the seller instructs the licensee or the licensee’s agent to disclose about the seller to the buyer.
- The licensee or the licensee’s agent knows or should know failure to disclose would constitute fraudulent representation.

Client Initials



Content Revised 9/9/2013

Duties and Responsibilities of a Seller's Agent

Under a written listing agreement to sell property, an agent represents only the seller unless the seller agrees in writing to allow the agent to also represent the buyer.

An agent who represents only the seller owes the following affirmative duties to the seller, the other parties and the other parties' agents involved in a real estate transaction:

1. To deal honestly and in good faith;
2. To present all written offers, notices and other communications to and from the parties in a timely manner without regard to whether the property is subject to a contract for sale or the buyer is already a party to a contract to purchase; and
3. To disclose material facts known by the agent and not apparent or readily ascertainable to a party.

A seller's agent owes the seller the following affirmative duties:

1. To exercise reasonable care and diligence;
2. To account in a timely manner for money and property received from or on behalf of the seller;
3. To be loyal to the seller by not taking action that is adverse or detrimental to the seller's interest in a transaction;
4. To disclose in a timely manner to the seller any conflict of interest, existing or contemplated;
5. To advise the seller to seek expert advice on matters related to the transaction that are beyond the agent's expertise;
6. To maintain confidential information from or about the seller except under subpoena or court order, even after termination of the agency relationship; and
7. Unless agreed otherwise in writing, to make a continuous, good faith effort to find a buyer for the property, except that a seller's agent is not required to seek additional offers to purchase the property while the property is subject to a contract for sale.

None of these affirmative duties of an agent may

be waived, except (7). The affirmative duty listed in (7) can only be waived by written agreement between seller and agent.

Under Oregon law, a seller's agent may show properties owned by another seller to a prospective buyer and may list competing properties for sale without breaching any affirmative duty to the seller.

Unless agreed to in writing, an agent has no duty to investigate matters that are outside the scope of the agent's expertise, including but not limited to investigation of the condition of property, the legal status of the title or the seller's past conformance with law.

Duties and Responsibilities of a Buyer's Agent

An agent, other than the seller's agent, may agree to act as the buyer's agent only. The buyer's agent is not representing the seller, even if the buyer's agent is receiving compensation for services rendered, either in full or in part, from the seller or through the seller's agent.

An agent who represents only the buyer owes the following affirmative duties to the buyer, the other parties and the other parties' agents involved in a real estate transaction:

1. To deal honestly and in good faith;
2. To present all written offers, notices and other communications to and from the parties in a timely manner without regard to whether the property is subject to a contract for sale or the buyer is already a party to a contract to purchase; and
3. To disclose material facts known by the agent and not apparent or readily ascertainable to a party.

A buyer's agent owes the buyer the following affirmative duties:

1. To exercise reasonable care and diligence;
2. To account in a timely manner for money and property received from or on behalf of the buyer;
3. To be loyal to the buyer by not taking action that is adverse or detrimental to the buyer's interest in a transaction;
4. To disclose in a timely manner to the buyer any

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conflict of interest, existing or contemplated;

5. To advise the buyer to seek expert advice on matters related to the transaction that are beyond the agent's expertise;
6. To maintain confidential information from or about the buyer except under subpoena or court order, even after termination of the agency relationship; and
7. Unless agreed otherwise in writing, to make a continuous, good faith effort to find property for the buyer, except that a buyer's agent is not required to seek additional properties for the buyer while the buyer is subject to a contract for purchase.

None of these affirmative duties of an agent may be waived, except (7). The affirmative duty listed in (7) can only be waived by written agreement between buyer and agent.

Under Oregon law, a buyer's agent may show properties in which the buyer is interested to other prospective buyers without breaching an affirmative duty to the buyer.

Unless agreed to in writing, an agent has no duty to investigate matters that are outside the scope of the agent's expertise, including but not limited to investigation of the condition of property, the legal status of the title or the seller's past conformance with law.

Duties and Responsibilities of an Agent Who Represents More than One Client in a Transaction

One agent may represent both the seller and the buyer in the same transaction, or multiple buyers who want to purchase the same property, only under a written "Disclosed Limited Agency Agreement" signed by the seller and buyer(s).

Disclosed Limited Agents have the following duties to their clients:

1. To the seller, the duties listed above for a seller's agent;
2. To the buyer, the duties listed above for a buyer's agent; and
3. To both buyer and seller, except with express written permission of the respective person,

the duty not to disclose to the other person:

- a. That the seller will accept a price lower or terms less favorable than the listing price or terms;
- b. That the buyer will pay a price greater or terms more favorable than the offering price or terms; or
- c. Confidential information as defined above.

Unless agreed to in writing, an agent has no duty to investigate matters that are outside the scope of the agent's expertise.

When different agents associated with the same principal broker (a real estate licensee who supervises other agents) establish agency relationships with different parties to the same transaction, only the principal broker will act as a **Disclosed Limited Agent** for both the buyer and seller. The other agents continue to represent only the party with whom the agents have already established an agency relationship unless all parties agree otherwise in writing. The principal real estate broker and the real estate licensees representing either seller or buyer shall owe the following duties to the seller and buyer:

1. To disclose a conflict of interest in writing to all parties;
2. To take no action that is adverse or detrimental to either party's interest in the transaction; and
3. To obey the lawful instructions of both parties.

No matter whom they represent, an agent must disclose information the agent knows or should know that failure to disclose would constitute fraudulent misrepresentation.

You are encouraged to discuss the above information with the licensee delivering this pamphlet to you. If you intend for that licensee, or any other Oregon real estate licensee, to represent you as a Seller's Agent, Buyer's Agent, or Disclosed Limited Agent, you should have a specific discussion with the agent about the nature and scope of the agency relationship. Whether you are a buyer or seller, you cannot make a licensee your agent without the licensee's knowledge and consent, and an agent cannot make you a client without your knowledge and consent.

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