

(\*) Indicates Required Field

MLS # : \_\_\_\_\_

* <b>Property Type:</b> (Choose One) <input type="checkbox"/> Lot (Under 1 Acre) <input type="checkbox"/> Land (1+ Acre) <input type="checkbox"/> Commercial Land			* <b>Status:</b> <input type="checkbox"/> ACT(Public) <input type="checkbox"/> PRE (Members Only)		
* <b>Listing Type:</b> (Choose One) <input type="checkbox"/> Exclusive Right to Sell <input type="checkbox"/> Exclusive Agency			Expected public date: (Req. for PRE)		
Number    Pre-Direction    Street Name			Post Direction		
* <b>Address:</b>			* <b>Price:</b> \$		
Map/Parcel #:					
* <b>City:</b>		* <b>Zip Code:</b>		Cross Street:	
* <b>Area:</b> (Refer to Boundary Map if Unsure)		* <b>County:</b>		IDX Include: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Schools - Elementary:		Middle:		High:	
* <b>Lot:</b>	Block:	Subdivision:		* <b>Acres:</b>	
Approx Lot Dimensions:		Approx Lot Sq Ft:		* <b>Zoning:</b>	
Frontage (# Feet):		Easement:			
* <b>Approved for Manufactured Home?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown					
* <b>Tax Account #:</b>		Possession:		Escrow At:	
Tax Amount: \$		Tax Years:		Assessments or Special Liens: <input type="checkbox"/> Yes <input type="checkbox"/> No	
* <b>Water Rights:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown		* <b>Source:</b>		Soil Type:	
				Deferral: <input type="checkbox"/> Farm <input type="checkbox"/> Forest <input type="checkbox"/> Senior	

<b>SUITABLE FOR:</b> (Check All that Apply)	
<input type="checkbox"/> Agricultural/Farm	<input type="checkbox"/> Office
<input type="checkbox"/> Commercial	<input type="checkbox"/> Pasture/Ranch
<input type="checkbox"/> Industrial	<input type="checkbox"/> Recreational
<input type="checkbox"/> Manufactured	<input type="checkbox"/> Retail
<input type="checkbox"/> Multi-Family	<input type="checkbox"/> Single-Family Residence
	<input type="checkbox"/> Timberland

* <b>Listing Broker Name</b>		* <b>List Date</b>		* <b>Expiration Date</b>	
* <b>Listing Office Name/Code</b>		* <b>Owner Name</b>			
Listing Broker Phone/Fax		Owner Phone			
Co-List Broker Name		Owner's Address			
Co-List Broker Office Code		Owner US Citizen (FIRPTA) <input type="checkbox"/> Yes <input type="checkbox"/> No			
For Sale Sign <input type="checkbox"/> Yes <input type="checkbox"/> No	Auction <input type="checkbox"/> Yes <input type="checkbox"/> No	* <b>WVMLS Lockbox</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		* <b>Location</b>	
* <input type="checkbox"/> <b>Seller affirms that</b> (i) no offer of Buyer Brokerage Fee to a buyer broker is required, (ii) Seller is not required to accede to a request from a buyer broker to pay Buyer Brokerage Fee, and (iii) the amount of Buyer Brokerage Fee (if any) is negotiable between Seller & Buyer as part of a Real Estate Sale Agreement.					
Negotiable Inclusions					
Directions to Property					
Exclusions					

Owner/Authorized Signer(s) Initials: /	Date:
Listing Broker Initials:	Date:
Principal Broker Initials:	Date:



**Address:** \_\_\_\_\_ **MLS #:** \_\_\_\_\_

**Public Remarks**

**Private Remarks**

**FEATURES (Check all that Apply)**

**A) ACCESS**

- 1  4-Wheel Drive Recommended
- 2  County Road
- 3  Easement
- 4  Paved
- 5  Private
- 6  State Highway
- 7  Unimproved
- 8  Unpaved
- 9  Other (Refer to Remarks)

**B) CABLE TV**

- 1  Available
- 2  No
- 3  Yes

**C) CORNERS**

- 1  Flagged
- 2  Not Flagged
- 3  Partially Flagged
- 4  Platted Subdivision
- 5  To Be Flagged

**D) ELECTRIC**

- 1  Available
- 2  No
- 3  Yes

**E) FENCED**

- 1  Partial
- 2  Yes

**F) FLOOD PLAIN**

- 1  No
- 2  Unknown
- 3  Yes

**G) HIGH SPEED COMMUNICATIONS**

**ACCESS**

- 1  Available
- 2  Present
- 3  Unknown

**H) LOT TYPE**

- 1  Common Area
- 2  Cul-de-sac
- 3  Dimension Above
- 4  Irregular

**I) NATURAL GAS**

- 1  Available
- 2  No
- 3  Yes

**J) OTHER STATUS**

- 1  3<sup>rd</sup> Party Approval Required
- 2  Foreclosure
- 3  Relocation
- 4  REO/Bank Owned
- 5  Short Sale
- 6  Other (Refer to Private Remarks)

**K) OUTBUILDINGS**

- 1  Barn
- 2  Separate Shop
- 3  Shed
- 4  Other (Refer to Remarks)

**L) REPORTS AVAILABLE**

- 1  No
- 2  Yes

**M) SELLER TO DO 1031**

- 1  No
- 2  Yes

**N) SEPTIC APPROVAL**

- 1  No
- 2  Yes

**O) SEPTIC INSTALLED**

- 1  No
- 2  Yes

**P) SEPTIC TYPE**

- 1  Standard
- 2  Other (Refer to Remarks)

**Q) SEWER AVAILABLE**

- 1  No
- 2  Yes

**R) SHOWING INSTRUCTIONS**

- 1  24-hour Notice
- 2  Appointment Necessary
- 3  Beware of Pets
- 4  Call Listing Broker
- 5  Call Listing Office
- 6  Courtesy Call/Show
- 7  DO NOT SHOW
- 8  Key at Listing Office
- 9  Keybox
- 10  Refer to Private Remarks
- 11  Text Listing Broker
- 12  Vacant

**S) SURVEYED**

- 1  No
- 2  Unknown
- 3  Yes

**T) TELEPHONE**

- 1  Available
- 2  No
- 3  Yes

**U) TERMS SELLER WILL CONSIDER**

- 1  Assume Present Financing
- 2  Cash
- 3  Conventional
- 4  Federal Land Bank
- 5  Federal VA
- 6  FHA
- 7  First Trust Deed
- 8  Land Sales Contract
- 9  Lease Option
- 10  ODVA
- 11  Second Trust Deed
- 12  Trade

**V) TIMBER**

- 1  Cruise Report Available
- 2  No
- 3  Yes (Refer to Remarks)

**W) VIEW**

- 1  Golf Course
- 2  Mountain
- 3  Territorial
- 4  Water Frontage

**X) WATER**

- 1  City
- 2  Connected
- 3  Not Available
- 4  Possible
- 5  Private/Community/ District
- 6  Shared Well
- 7  Spring
- 8  Well

<b>Owner/Authorized Signer(s) Initials:</b> _____ / _____	<b>Date:</b> _____
<b>Listing Broker Initials:</b> _____	<b>Date:</b> _____
<b>Principal Broker Initials:</b> _____	<b>Date:</b> _____



<b>Address</b>	<b>MLS #</b>
----------------	--------------

Owner/Authorized Signer ("Seller") has granted Listing Broker/Firm the Exclusive Right to Sell or exchange the Subject Property described on pages 1 and 2 of this listing agreement. Listing Firm is a member of the Willamette Valley Multiple Listing Service ("WVMLS") and must submit this listing to WVMLS within two business days. As a condition of WVMLS permitting entry of this listing into the WVMLS system, Seller acknowledges and assents to all the following:

- Members of WVMLS may act as Buyer's agents in procuring or attempting to procure a Buyer for the Subject Property.
- Seller understands that Listing Firm and all members of WVMLS will rely on the accuracy of the listing data in this document. Seller warrants that the listing data provided by Seller is accurate. Seller agrees to defend Listing Firm and its representatives and employees, and all members of WVMLS and WVMLS itself and to pay all costs of defense and to pay any judgment entered against any of them and to hold all of them completely harmless if any information in the listing agreement provided by Seller is inaccurate or incomplete or if Seller has not completely and accurately disclosed all known defects in the property.
- All listing data, including any images, submitted to WVMLS becomes the property of WVMLS and shall be retained and made available to all its participants (real estate brokers, appraisers, and affiliated professionals). WVMLS will electronically transmit information about the Subject Property to Internet web sites to aid in marketing the property for sale. WVMLS will include the address of the Seller's property in transmissions of data to web sites unless otherwise instructed by Listing Firm.
- Seller acknowledges that there are no standard compensation rates and the compensation in this Agreement is fully negotiable and not set by law. Seller understands that WVMLS does not require Seller to offer compensation to a firm representing the buyer ("Buyer Brokerage") ("Buyer Brokerage Fee"). Seller further acknowledges there is no fixed or recommended rate, fee, or commission paid to cooperating brokers.
- Seller acknowledges that WVMLS will release data about the Subject Property to other members of WVMLS and to the public, unless the listing status is marked PRE, in which case it will be seen by WVMLS members only. Seller understands that PRE status may negatively affect the outcome of the listing based on limiting its exposure to the public.
- Under no circumstances will WVMLS permit listing data about the Subject Property to be deleted from WVMLS's systems in order to conceal any information, including information that the property was listed for a period of time by another broker or brokers.
- Seller understands that WVMLS assumes no responsibility or liability to Seller for errors or omissions in the WVMLS systems or Internet websites.
- Listing Firm's use of WVMLS's systems is subject to the duties imposed on Listing Firm by the rules and regulations of WVMLS. Listing Firm is required to promptly provide information to WVMLS about any change in listing data and/or status of the Seller's listing. If the Seller's property is sold, the Listing Firm must report to WVMLS the price and terms of the sale. None of this information, including any post-closing sales data and concession information, if any, is confidential, and Seller approves its dissemination. Neither the Seller nor any prospective Buyer of the property can alter the Listing Firm's responsibility to report all such data to WVMLS.
- Listing Firm and WVMLS comply at all times with Federal, State, and local fair housing laws, and Seller hereby consents to the revision of information about the Subject Property in the WVMLS system to the extent necessary in WVMLS's judgment to comply with these and all other laws.
- Although WVMLS provides a lockbox service, Seller acknowledges that electronic lockboxes are not security devices but instead are aids to access properties for marketing purposes. Seller acknowledges that Listing Firm has informed Seller of the risks associated with having a lockbox on the Subject Property.

Seller and Listing Firm acknowledge that only pages 1 - 3 of WVMLS's standard listing agreement is required for submission to WVMLS. Seller and Listing Firm are free to use Exclusive Right to Sell contract provided by WVMLS (page 4 of this listing agreement) or to enter in any agreement negotiated between them, provided an executed copy of any contract between them is retained by the Listing Firm for the period set out in the WVMLS rules and applicable law and is made available to WVMLS upon request.

**Seller's Agreement to List** - The undersigned Seller hereby agrees to all terms and conditions as set forth in this Listing Agreement.

<b>Owner/Authorized Signer</b> _____ <div style="text-align: right;"><b>Date</b> _____</div>	<b>Owner/Authorized Signer</b> _____ <div style="text-align: right;"><b>Date</b> _____</div>
<b>Listing Broker</b> _____ <div style="text-align: right;"><b>Date</b> _____</div>	<b>Listing Broker Firm Name &amp; Address</b> _____ <b>Principal Broker Initials/Date</b> _____ / _____

<b>Address</b>	<b>Owner Name</b>	<b>MLS #</b>
<b>City</b>	<b>State OR Zip</b>	<b>Price \$</b>

1 For value received, Seller grants Listing Firm the Exclusive Right to sell or exchange the property described on the attached listing profile  
 2 (the "Subject Property") at the price and terms noted therein. Listing Firm agrees to put forth its best efforts to secure a Buyer and effect a sale for  
 3 Seller. If Seller has so consented pursuant to OAR 863-015-0210, Listing Firm may also act in a disclosed limited agency capacity. Seller  
 4 understands that this contract is an Exclusive Right to Sell Listing Agreement and that if anyone finds a Buyer for the Subject Property, INCLUDING  
 5 SELLER, Seller must pay compensation to Listing Firm. Seller acknowledges receipt of the "Initial Agency Disclosure Pamphlet."  
 6 Seller's Initials: \_\_\_\_\_

7 Seller agrees to pay Listing Firm, in cash at closing, compensation (the "Listing Commission") of \$\_\_\_\_\_ or \_\_\_\_\_% of the gross  
 8 selling price of the Subject Property in the event of one of the following: a closing occurs on an offer Seller accepts from a Buyer for any price and  
 9 terms Seller accepts, OR Seller accepts a Buyer's offer but the transaction does not close because of Seller's failure or refusal to close, OR any  
 10 sale, exchange or conveyance of the Subject Property occurs during the term of this contract, OR Listing Firm places Seller in contact with a Buyer  
 11 to whom Seller sells or conveys the property within 90 days after the termination of this agreement without representation of another real estate  
 12 broker. If the Buyer is not represented by a Buyer Brokerage, the Listing Commission shall be \$\_\_\_\_\_ or \_\_\_\_\_% (the same as the  
 13 amount on line 7 above if not filled in) of the gross selling price of the Subject Property. In case of exchange, Seller has no objection to Listing Firm  
 14 representing and accepting compensation from Seller in addition to other parties to the exchange. Seller authorizes Listing Firm to accept a deposit  
 15 on the purchase price. Seller further allows Listing Firm a reasonable time after termination or expiration of this contract to close any transaction on  
 16 which earnest money is then deposited. If following the expiration or termination of this agreement, Seller lists the Subject Property for sale with  
 17 another real estate broker, to the extent the compensation stated in this agreement would result in Seller's liability for more than one listing  
 18 brokerage fee, the Seller is excused from paying the Listing Commission.

19 If Buyer of the Subject Property is represented by a Buyer Brokerage, Seller agrees to pay a Buyer Brokerage Fee of \$\_\_\_\_\_ or  
 20 \_\_\_\_\_% of the gross selling price of the Subject Property to the Buyer Brokerage at closing. If the Listing Broker represents both Seller and the  
 21 Buyer as a disclosed limited agent, the Buyer Brokerage Fee shall be \$\_\_\_\_\_ or \_\_\_\_\_% (the same as the amount on lines 19-20 if not  
 22 filled in) of the gross selling price of the Subject Property, in addition to the Listing Commission.

23 Seller warrants that Seller has the legal right and capacity to sell and convey the Subject Property, that the listing data provided by Seller is  
 24 accurate and that the Subject Property is free of encumbrances except as set out in documents of record (except for real property taxes for the  
 25 current fiscal year, which are to be prorated.) Seller agrees to furnish the Buyer a good and sufficient conveyance and to furnish a standard owner's  
 26 title insurance policy at closing in the amount of the purchase price. The policy will show good and marketable title to the property and Seller's right  
 27 to convey the property. Seller represents that there are no agreements with Listing Firm or anyone else that pertain to a sale of the Subject  
 28 Property that are not disclosed in this contract.

29 Seller authorizes Listing Firm to submit this listing to the Willamette Valley Multiple Listing Service ("WVMLS"). In Seller's opinion, none of  
 30 this listing data, including post-closing sales data and concessions information, if any, is confidential and Seller approves its dissemination.  
 31 Members of WVMLS may act as Buyer's agents in procuring or attempting to procure a Buyer under the terms of this contract. Seller authorizes  
 32 Listing Firm and its customers, WVMLS members and their customers, and inspectors hired by a prospective Buyer to enter any part of the Subject  
 33 Property to inspect it at any reasonable time in accordance with the showing instructions on page 2 of the listing profile.

34 Seller agrees to defend Listing Firm and its representatives and employees and to pay all costs of defense and to pay any judgment  
 35 entered against any of them and to hold all of them completely harmless if any information in this contract or any Sellers Property Disclosure  
 36 Statement issued by Seller is inaccurate or incomplete or if Seller has not completely and accurately disclosed all known defects in the property.

37 Any dispute or claim that arises out of or that relates to this agreement or the services to be rendered under it shall be resolved by  
 38 arbitration and filed in the county where the property is located. Judgment upon the award rendered pursuant to such arbitration may be entered in  
 39 any court having jurisdiction, and Seller agrees to pay such reasonable attorney fees and costs as the arbitrator may award in the arbitration and as  
 40 a court (including any appellate court) may award in any hearing on any petition relating to a request to stay the arbitration, to enjoin litigation, or to  
 41 confirm, modify, or vacate the arbitration award.

42 In the event earnest money or additional earnest money is received and thereafter forfeited, after deducting all costs incurred by the Firm on  
 43 behalf of the Seller, the forfeited earnest money and additional earnest money shall be dispersed \_\_\_\_\_% to Seller and \_\_\_\_\_% to Listing  
 44 Firm to the extent of the Listing Commission with residue to Seller. Sellers Initials: \_\_\_\_\_

45 This agreement expires on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
 46 **THIS IS A LEGALLY BINDING CONTRACT WHEN EXECUTED BY ALL PARTIES. IF YOU DO NOT UNDERSTAND IT, YOU SHOULD**  
 47 **CONSULT A LAWYER BEFORE SIGNING IT.**

**Seller's Agreement to List** - The undersigned Seller hereby agrees to all terms and conditions as set forth in this Listing Agreement.

<b>Owner/Authorized Signer</b>	<b>Date</b>	<b>Owner/Authorized Signer</b>	<b>Date</b>
<b>Listing Broker</b>	<b>Date</b>	<b>Listing Broker Firm Name &amp; Address</b>	

Principal Broker Initials/Date \_\_\_\_\_ / \_\_\_\_\_

