|  |  |
| --- | --- |
| **\**Property Type:*** **(Choose One)** [ ]  Business Opportunity [ ]  Industrial [ ]  Office [ ]  Retail [ ] Special Purpose | \****Status:*** [ ] ACT (Public)[ ] PRE (Members Only) |
| ***\*Listing Type:* (Choose One)** [ ] Exclusive Right to Sell [ ] Exclusive Agency | **\*Expected Active Date: (Req. if PRE)**       |
| **\**Address:***  | **House #** | **Pre-Direction** | **Street Name** | **Post Direction** | **Suite #** | ***\*Price:* $**      |
|  |       |    |       |    |       |  |
| **\**City:***       | **\**Zip Code:***       | Cross Street:       |
| **\**Area:***  ([Refer to Boundary Map if Unsure](http://www.wvmls.com/area.pdf)) | **\**County:***       | IDX Include:[ ] Yes [ ] No |
| **\**Acres***       | Approx Lot Dimensions:       | Approx Lot Sq Ft:        |
| Zoning:       | Year Built:      | Energy Score:       |
| Frontage (# Feet)       | New Construction: [ ] Yes [ ] No | Property Name:        |
| Parking Ratio:     /1000 Sq Ft | # Parking Spaces:        |
| **\**Approx Total Bldg. Square Feet:***       | **\**Source of Sq Ft Data:*** [ ] **County** [ ] **Fee** [ ] **List Broker** [ ] **Owner** |
| **Building 1 Info** | **Building 2 Info** | **Building 3 Info** | **Building 4 Info**  |
|       |       |       |       |
| **\**Tax Account #:***      | Possession:      | Escrow At:   | Tax Amount:       |
| Expenses: [ ] Actual [ ] Projected | Tax Years:      | Assessments or Special Liens: [ ] Yes [ ] No  |
| Water/Sewer $       | Gross Sched. Income (Annual)  | $       |  |
| Electric $        | Vacancy & Credit Loss  | $       |  |
| Gas $       | Adj. Gross Income  | $       |  |
| Garbage $        | Total Expenses  | $       |  |
| Maintenance $       | Annual Debt Service   | $       |  | Loan Assumptions |
| Janitor/Lawn $       | Cash Flow Before Taxes | $       |  | Amort: |    /yrs. |
| Mgmt. Acct. $       | Net Income  | $       |  | Int. Rate: |      % |
| Miscellaneous $        | Cap Rate |       % |  | LTV: |      % |
| Insurance $        | Cash on Cash  |       % |  |
| Property Taxes $       |  |  |
| **\**Listing Broker Name***        | ***\*List Date***       | **\**Expiration Date***       |
| \****Listing Office Name/Code***       | ***\*Owner Name***        |
| Listing Broker Phone        | Owner Phone       |  |
| Team Name       | Owner US Citizen? (FIRPTA) [ ] Yes [ ]  No |
| Co-List Broker Name        | Occupant Name       |
| Co-List Broker Office Name/Code       | Occupant Phone        | Tenant Occupied? [ ]  Y [ ]  N |
| For Sale Sign | [ ] Yes [ ] No | **\*** [ ]  ***I HAVE*** [ ]  ***I HAVE NOT notified any other broker that I intend to pay*** ***different cooperating compensation to*** ***them as a cooperating broker.*** | ***\*Selling Office Commission***       | [ ]  **%** [ ] **$**  | [ ]  **%\*** **\*Asterisk =** Staggered % - Refer to Private Remarks |
| Auction | [ ] Yes [ ] No |  |  |  |  |
| **\*WVMLS Lockbox** [ ] Yes [ ] No |  | **\**Dual/Variable Rate Commission****(This field discloses if the Listing Broker’s Commission is changeable based on certain circumstances like who brings the buyer.)* | [ ]  **Yes** [ ]  **No** |
| **\*Location** |  |  |  |
| Negotiable Inclusions       |
| Directions to Property     |
| Exclusions       |

|  |  |
| --- | --- |
| **Address** | **MLS #** |
| **Public Remarks**       |
| **Private Remarks**       |
|  |
| **FEATURES (Check all that Apply)**  |  **(\*) *Indicates Required Field***  |
| **A) ACCESS**1 **[ ]** 4-Wheel Drive Recommended2 **[ ]** County Road3 **[ ]** Easement4 **[ ]** Paved5 **[ ]** Private6 **[ ]** State Highway7 **[ ]** Unimproved8 **[ ]** Unpaved9 **[ ]** Other (Refer to Remarks)**B) BASEMENT**1 **[ ]** Daylight2 **[ ]** Finished3 **[ ]** Full4 **[ ]** Partial5 **[ ]** Unfinished**C)**  **CONFIDENTIALITY AGREEMENT REQ.**1 **[ ]** No2 **[ ]** Yes**D) FENCED**1 **[ ]** Partial2 **[ ]** Yes**E) FIRE SYSTEM**1 **[ ]** Central2 **[ ]** Hardwired3 **[ ]** Other Room4 **[ ]** Pull Station5 **[ ]** Sprinkled**F) FLOOD PLAIN**1 **[ ]** No2 **[ ]** Unknown 3 **[ ]** Yes**G) FOUNDATION**1 **[ ]** Continuous2 **[ ]** Pier3 **[ ]** Slab**H) HEATING-COOLING**1 **[ ]** Baseboard2 **[ ]** Central Air Conditioning3 **[ ]** Ductless/Mini-Split4 **[ ]** Electric5 **[ ]** Floor Furnace 5 **[ ]** Forced Air6 **[ ]** Gas7 **[ ]** Heat Pump8 **[ ]** Hot Water9 **[ ]** None10 **[ ]** Oil11 **[ ]** Propane12 **[ ]** Radiant Ceiling 13 **[ ]** Radiant Floor 14 **[ ]** Solar 15 **[ ]** Stove16 **[ ]** Wall Furnace17 **[ ]** Window Unit (AC)18 **[ ]** Wood19 **[ ]** Zonal20 **[ ]** Other (Refer to Remarks) | **I) HIGH SPEED COMMNICATION ACCESS**1 **[ ]** Available2 **[ ]** Present3 **[ ]** Unknown**J) OUTBUILDINGS**1 **[ ]** Barn2 **[ ]** Separate Shop3 **[ ]** Shed4 **[ ]** Other (Refer to Remarks)**K) OWNER MANAGED**1 **[ ]** No2 **[ ]** Yes**L) OWNER OCCUPIED**1 **[ ]** No2 **[ ]** Yes**M) PROPERTY USE TYPE**1 **[ ]**  Any Use – All of the Following2 **[ ]**  Business3 **[ ]**  Investment4 **[ ]**  Owner-User5 **[ ]**  Vacant**N) RAILROAD**1 **[ ]** No 2 **[ ]** Yes**O) ROOF**1 **[ ]** Asbestos2 **[ ]** Built-up3 **[ ]** Composition4 **[ ]** Metal or Aluminum5 **[ ]** Shake6 **[ ]** Shingle7 **[ ]** Tar8 **[ ]** Tile9 **[ ]** Other (Refer to Remarks)**P) SELLER TO DO 1031**1 **[ ]** No 2 **[ ]** Yes**Q) SEWER**1 **[ ]** City2 **[ ]** Septic | **\*R) *SHOWING INSTRUCTIONS*** 1 **[ ]** 24-hour Notice2 **[ ]**  Appointment Necessary3 **[ ]**  Beware of Pets4 **[ ]**  Call Listing Broker5 **[ ]**  Call Listing Office6 **[ ]**  Courtesy Call/Show 7 **[ ]**  DO NOT SHOW8 **[ ]**  Key at Listing Office9 **[ ]**  Keybox 10 **[ ]** Refer to Private Remarks11 **[ ]** Text Listing Broker13 **[ ]** Upon Accepted Offer14 **[ ]** Vacant | **W) SUITABLE FOR OFFICE**1 **[ ]** Institutional/Governmental2 **[ ]** Medical Office3 **[ ]** Office Building4 **[ ]** Office-Business Park5 **[ ]** Office-R&D6 **[ ]** Office-Warehouse**X) SUITABLE FOR SENIOR HOUSING**1 **[ ]** Assisted Living Residences 2 **[ ]** Congregate Seniors Housing**Y) SUITABLE FOR SHOPPING CENTER**1 **[ ]** Community Center2 **[ ]** Convenience/Strip Center3 **[ ]** Fashion/Specialty Center4 **[ ]** Outlet Center5 **[ ]** Power Center6 **[ ]** Regional Center/Mall 7 **[ ]** Super Regional Center8 **[ ]** Theme/Festival Center**Z) TENANCY**1 **[ ]** Multiple2 **[ ]** Single**ZA) TERMS SELLER WILL CONSIDER**1 **[ ]** Assume Present Financing2 **[ ]** Cash3 **[ ]** Conventional4 **[ ]** FHA5 **[ ]** Federal Land Bank6 **[ ]** Federal VA 7 **[ ]** First Trust Deed 8 **[ ]** Land Sales Contract 9 **[ ]** Lease Option10 **[ ]** ODVA11 **[ ]** Second Trust Deed12 **[ ]** Trade**ZB)** **TRAILER PARKING**1 **[ ]** No2 **[ ]** Yes**ZC) VIEW**1 **[ ]** Golf Course2 **[ ]** Mountain3 **[ ]** Territorial4 **[ ]** Water Frontage**ZD) WATER**1 **[ ]** City2 **[ ]** Connected3 **[ ]** Not Available 4 **[ ]** Possible5 **[ ]** Private/Community/District6 **[ ]** Shared Well7 **[ ]** Spring8 **[ ]** Well |
| **S) SIDING**1 **[ ]** Aluminum2 **[ ]** Asbestos3 **[ ]** Block4 **[ ]** Brick5 **[ ]** Cedar6 **[ ]** Composite 7 **[ ]** Fiber Cement8 **[ ]** Redwood9 **[ ]** Rock10 **[ ]** Shake11 **[ ]** Shingle12 **[ ]** Stucco13 **[ ]** Vinyl14 **[ ]** Wood15 **[ ]** Other (Refer to Remarks)**T) SIDING STYLE**1 **[ ]** Board & Batt2 **[ ]** Lap 3 **[ ]** T111**U) SIGNAGE**1 **[ ]** No 2 **[ ]** Yes**V) SUITABLE FOR INDUSTRIAL**1 **[ ]** Distribution Warehouse2 **[ ]** Flex Space3 **[ ]** Industrial-Business Park4 **[ ]** Manufacturing5 **[ ]** Office Showroom 6 **[ ]** Refrigerated/Cold Storage7 **[ ]** Research & Development8 **[ ]** Self Storage/Mini-Storage9 **[ ]** Truck Terminal/ Hub/ Transit10 **[ ]** Warehouse(***Suitable For*** continued in next column) |

**Address**       **MLS #**

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 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.

**Owner/Authorized Signer Date Owner/Authorized Signer Date**

**Broker Acknowledgement & Acceptance** - The undersigned Listing Broker receives and accepts this Listing Agreement bearing signatures of all Authorized Signers. It becomes effective on the date below. **(\***If more than 2 days after Seller’s signature, attach reason and proof.)

**Listing Broker Date** (\*Must match listing date on Page 1) **Listing Broker Firm Name & Address**

**Principal Broker Initials/Date /**

###  Listing Agreement, Page 3 of 4

###  © WVMLS Inc. 2007 Rev 05/2022 (Authorizations/Disclosures)

**Address**       **Owner Name**       **MLS #**

**City**       **State** OR **Zip**       **Price $**

 For value received, Seller grants Listing Firm the Exclusive Right to sell or exchange the property described on the attached listing profile (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 Seller. If Seller has so indicated on the form entitled Disclosure Regarding Agency Relationships, of which Seller hereby acknowledges receiving a copy, Listing Firm may also act in a disclosed limited agency capacity in accordance with that Disclosure. Seller understands that this contract is an Exclusive Right to Sell Listing Agreement and that if anyone finds a Buyer for the Subject Property, INCLUDING SELLER, Seller must pay a commission to Listing Firm. Seller’s Initials: \_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_ ◄▬

 Seller agrees to pay Listing Firm, in cash at closing, a commission equal in amount to $       or      % of the 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 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 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 to whom Seller sells or conveys the property within 90 days after the termination of this agreement without representation of another real estate broker. In case of exchange, Seller has no objection to Listing Firm representing and accepting compensation from Seller in addition to other parties to the exchange. Seller authorizes Listing Firm to accept a deposit on the purchase price. Seller further allows Listing Firm a reasonable time after termination or expiration of this contract to close any transaction on which earnest money is then deposited.

 If following the expiration or termination of this agreement, Seller lists the Subject Property for sale with another real estate broker, to the extent the commission stated in this agreement would result in Seller’s liability for more than one brokerage fee, the Seller is excused from paying Listing Firm's commission.

 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 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 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 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 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 Property that are not disclosed in this contract.

 Seller authorizes Listing Firm to submit this listing to the Willamette Valley Multiple Listing Service ("WVMLS"). In Seller’s opinion, none of this listing data, including post-closing sales data and concessions information, if any, is confidential and Seller approves its dissemination. 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 Listing Firm and its customers, WVMLS members and their customers, and inspectors hired by a prospective Buyer to enter any part of the Subject Property to inspect it at any reasonable time in accordance with the showing instructions on page 2 of the listing profile.

 Seller agrees to defend Listing Firm and its representatives and employees 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 this contract or any Sellers Property Disclosure Statement issued by Seller is inaccurate or incomplete or if Seller has not completely and accurately disclosed all known defects in the property.

 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 arbitration and filed in the county where the property is located. Judgment upon the award rendered pursuant to such arbitration may be entered in 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 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 confirm, modify, or vacate the arbitration award.

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

This agreement expires on the \_\_\_    \_\_\_\_\_\_\_\_\_ day of \_\_\_\_     \_\_\_\_\_\_\_, 20\_\_\_  \_\_\_\_\_.

**THIS IS A LEGALLY BINDING CONTRACT WHEN EXECUTED BY ALL PARTIES. IF YOU DO NOT UNDERSTAND IT, YOU SHOULD 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.

**Owner/Authorized Signer Date Owner/Authorized Signer Date**

**Broker Acknowledgement & Acceptance** - The undersigned Listing Broker receives and accepts this Listing Agreement bearing signatures of all Authorized Signers. It becomes effective on the date below. **(\***If more than 2 days after Seller’s signature, attach reason and proof.)

**Listing Broker Date** (\*Must match listing date on Page 1) **Listing Broker Firm Name & Address**

**Principal Broker Initials/Date /**