

(*) Indicates Required Field

LISTING AGREEMENT- COMMERCIAL MLS #:

*Status: ACT (Public) PRE (Members Only) *Property Type: (Choose One)
Business Opportunity ☐ Industrial ☐ Office ☐ Retail ☐ Special Purpose *Listing Type: (Choose One) Exclusive Right to Sell Exclusive Agency *Expected Active Date: (Req. if PRE) House # Pre-Direction Street Name Suite # Direction *Price: \$ *Address: *City: *Zip Code: Cross Street: *Area: (Refer to Boundary Map if Unsure) *County: IDX Include: ☐Yes ☐No *Acres Approx Lot Dimensions: Approx Lot Sq Ft: Year Built: Zoning: **Energy Score:** New Construction: ☐Yes ☐No Frontage (# Feet) **Property Name:** # Parking Spaces: Parking Ratio: /1000 Sa Ft *Approx Total Bldg. Square Feet: *Source of Sq Ft Data: ☐County ☐Fee ☐List Broker ☐Owner **Building 1 Info Building 3 Info Building 2 Info Building 4 Info** *Tax Account #: Possession: Escrow At: Tax Amount: Expenses: Actual □ Projected Assessments or Special Liens: ☐Yes ☐No Tax Years: Gross Sched. Income Water/Sewer \$ (Annual) Vacancy & Credit Loss Electric \$ \$ \$ Adj. Gross Income \$ Gas **Total Expenses** \$ Garbage \$ \$ Annual Debt Service \$ Loan Assumptions Maintenance Cash Flow Before Taxes Janitor/Lawn \$ \$ Amort: /yrs. Net Income Mgmt. Acct. \$ Int. Rate: % \$ Miscellaneous Cap Rate % LTV: % \$ % Insurance \$ Cash on Cash Property Taxes *Listing Broker Name *List Date *Expiration Date *Listing Office Name/Code *Listing Broker License # Listing Broker Phone *Owner Name 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 Auction *WVMLS Lockbox Yes No *Location Yes No * Seller affirms that (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:

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LISTING AGREEMENT- COMMERCIAL

Multiple Listing Service			T "
Address			MLS#
Public Remarks			
5 5			
Private Remarks			
EEATURES (Check all that Apply)	(+)		
FEATURES (Check all that Apply)	(*) Indicates Required Field		<u></u>
A) ACCESS	I) HIGH SPEED COMMNICATION	*R) SHOWING INSTRUCTIONS	W) SUITABLE FOR: OFFICE
1 4-Wheel Drive Recommended	ACCESS	1 24-hour Notice	1 Institutional/Governmental
2 County Road	1 Available	2 Appointment Necessary	2 Medical Office
3 Easement	2 Present	3 Beware of Pets	3 Office Building
4 Paved	3 Unknown		4 Office-Business Park
5 Private	J) OUTBUILDINGS	4 L Call Listing Broker	5 Office-R&D
6 State Highway	1 Barn	5 L Call Listing Office	6 Office-Warehouse
7 Unimproved 8 Unpaved	2 Separate Shop 3 Shed	6 Courtesy Call/Show	X) SUITABLE FOR: SENIOR HOUSING 1 Assisted Living Residences
8 Unpaved 9 Other (Refer to Remarks)	4 Other (Refer to Remarks)	7 DO NOT SHOW	2 Congregate Seniors Housing
B) BASEMENT	K) OWNER MANAGED	8 Key at Listing Office	Y) SUITABLE FOR: SHOPPING CENTER
1 Daylight	1 No	1 = ' '	1 Community Center
2 Finished	2 Yes		2 Convenience/Strip Center
3 Full	L) OWNER OCCUPIED	10 Refer to Private Remarks	3 Fashion/Specialty Center
4 Partial	1 No	11 Text Listing Broker	4 Outlet Center
5 Unfinished	2 Yes	12 Upon Accepted Offer	5 Power Center
C) CONFIDENTIALITY AGREEMENT REQ.	M) PROPERTY USE TYPE	13 Vacant	6 Regional Center/Mall
1 No	1 Any Use – All of the Following	10 10 10 10 10 10 10 10	7 Super Regional Center
2 Yes	2 Business		8 Theme/Festival Center
D) FENCED	3 Investment	S) <u>SI</u> DING	Z) SUITABLE FOR: OTHER
1 Partial	4 Owner-User	1 Aluminum	1 Other Refer to Remarks
2 Yes	5 🔲 Vacant	2 Asbestos	
E) FIRE SYSTEM	N) RAILROAD	3 Block	ZA) TENANCY 1 Multiple
1 Central	1	4 Brick	1 Multiple 2 Single
2 Hardwired	2 ∐Yes	5 Cedar	ZB) TERMS SELLER WILL CONSIDER
3 Other Room	O) ROOF	6 Composite 7 Fiber Cement	1 Assume Present Financing
4 Pull Station	1 Asbestos	· — · · · · · · · · · · · · · · · · · · ·	2 Cash
5 Sprinkled	2 Built-up	8 Redwood 9 Rock	3 Conventional
F) FLOOD PLAIN	3 Composition	10 Shake	4 HFHA
1 No	4 Metal or Aluminum	11 Shingle	5 Federal Land Bank
2 Unknown	5 Shake	12 Stucco	6 Federal VA
3 ∐Yes G) FOUNDATION	6 Shingle 7 Tar	13 Vinyl	7 First Trust Deed
1 Continuous	8 Tile	14 Wood	8 Land Sales Contract
2 Pier	9 Other (Refer to Remarks)	15 Other (Refer to Remarks)	9 Lease Option
3 Slab	P) SELLER TO DO 1031	T) SIDING STYLE	10 ∐ ODVA
H) HEATING-COOLING	1 No	1 Board & Batt	11 Second Trust Deed
1 Baseboard	2 Yes	2 Lap	12Trade
2 Central Air Conditioning	Q) SEWER	3 □T111	ZC) TRAILER PARKING
3 Ductless/Mini-Split	1 City	U) SIGNAGE	1 No
4 Electric	2 Septic	1 No	2 LYes
5 Floor Furnace		2 Yes	ZD) VIEW
6 Forced Air		V) <u>SU</u> ITABLE FOR: INDUSTRIAL	1 Golf Course 2 Mountain
7 Gas		Distribution Warehouse	2 Mountain 3 Territorial
8 Heat Pump		2 Flex Space	4 Water Frontage
9 Hot Water		3 Industrial-Business Park	ZE) WATER
10 None		4 Manufacturing	1 City
11 Oil		5 Office Showroom	2 Connected
12 Propane		6 Refrigerated/Cold Storage	3 Not Available
13 Radiant Ceiling		7 Research & Development	4 Possible
14 Radiant Floor		8 Self Storage/Mini-Storage 9 Truck Terminal/ Hub/ Transit	5 Private/Community/District
15 Solar		10 Warehouse	6 Shared Well
16 Stove 17 Wall Furnace		TOWateriouse	7 Spring
18 Window Unit (AC)		(Suitable For continued in next column)	8 🔲 Well 🎽
19 Wood		(Situation of Solitanded in Heat Column)	
20 Zonal			
21 Other (Refer to Remarks)			

Owner/Authorized Signer(s) Initials:	1	Date:	Listing Agreement, Page 2 of 3	
Listing Broker Initials:		Date:		•
Principal Broker Initials:	_	Date:	© WVMLS Inc. 2007 Rev 07/2023	ģ

Authorizations & Disclosures



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 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.

Owner/Authorized Signer	Date	Owner/Authorized Signer	Date
Listing Broker	Date	Listing Broker Firm Name & Address	
Principal Broker Initials/Date	<u> </u>	Principal Broker Phone #	

