

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

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 consented pursuant to OAR 863-015-0210, Listing Firm may also act in a disclosed limited agency capacity. 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 compensation to Listing Firm. Seller acknowledges receipt of the "Initial Agency Disclosure Pamphlet."

Seller's Initials: \_\_\_\_\_

Seller agrees to pay Listing Firm, in cash at closing, compensation (the "Listing Commission") of \$\_\_\_\_\_ or \_\_\_\_\_% of the gross 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. If the Buyer is not represented by a Buyer Brokerage, the Listing Commission shall be \$\_\_\_\_\_ or \_\_\_\_\_% (the same as the 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 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 compensation stated in this agreement would result in Seller's liability for more than one listing brokerage fee, the Seller is excused from paying the Listing Commission.

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

This agreement expires on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_. Not to exceed 24 months.

**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.

<b>Owner/Authorized Signer</b>		<b>Owner/Authorized Signer</b>	
<b>Date</b>		<b>Date</b>	
<b>Listing Broker</b>		<b>Listing Broker Firm Name &amp; Address</b>	
<b>Principal Broker Initials/Date</b> _____ / _____		<b>Supervising Principal Broker Name &amp; Phone</b> _____	