***(\*) Indicates Required Field***

**\**Property Type:*** **(Choose One)** Industrial Office Retail Special Purpose (Other)  **MLS #:**      

**\**Listing Type:* (Choose One)** Exclusive Right to Sell  Exclusive Agency **\*Status:** ACT (Public)PRE (Members Only)

**Number Pre-Direction Street Name Post Direction Suite Number**

**\**Address:***                  

**\*Expected Public Date: (Req. for PRE)**      Annual Monthly

\****City:***       \****Zip Code:***       **\**Price: $***

\****Area:***  ([Refer to Boundary Map if Unsure](http://www.wvmls.com/area.pdf)) \****County:***       **\**Price/Sq Ft: $***      Annual Monthly

Approx Lot Dimensions:       Approx Lot Sq Ft:      \**Cross Street:*

Frontage (# Feet):       **\**Acres:***       **\**Zoning:***       **Property Address Internet Display:** Yes No

Property Name:       Parking Ratio:     /1000 SqFt # Parking Spaces:

**\**Approx Available Square Feet:***       **\**Source of Sq Ft Data:*** County Fee List Broker Owner

**Minimum Lease (# of months):**     **Lease Type:**       **Tenant:**

**Industrial**

**Ceiling Clear Height**

**# Dock Doors**

**# Grade Doors**

**Heat Type**

**Cool Type**

**Power (Volts/Aamps)**

**Office SqFt**

**Railroad**

**# Restrooms**

**Truck Turnaround**

**Yard Avail/Fenced**

**Office**

**# Private Offices**

**# Conf. Rooms**

**Elevator**

**Kitchen**

**Load Factor**

**Retail**

**Annual NNN Est.**

**End Cap/Inline**

**Space Dimensions**

**Retail Area SqFt**

**Storage SqFt**

**Traffic Count**

**Signage Type**

**Anchor**

**Trailer Parking**

**\**Listing Broker Name***       **\**Listing Date***       **\**Expiration Date***

\****Listing Office Name/Code***       \****Owner Name***

Listing Broker Phone/Fax       Owner Phone

Co-List Broker Name       Owner's Address

Co-List Broker Office Code       Owner US Citizen (FIRPTA) Yes No

For Lease Sign **\*WVMLS** **\**Leasing Office Commission* Lease Extension Commission**

Yes No **Lockbox**      % of Payments for 1st      Years of Lease      % of Lease Payments

**\*Lockbox Location** Yes No      % of Payments for 2nd       Years of Lease

           % of Payments for Balance of Lease Term

Commission in the event that negotiated lease on subject property has an option to purchase      %

Negotiable Inclusions  

Directions to Property

Exclusions

**Address:**       **MLS #**

**Public Remarks**

**Private Remarks**

**FEATURES (Check all that Apply) (\*) *Indicates Required Field***

**A) FENCED YARD**

1 Partial

2 Yes

**B) FIRE SYSTEM**

1 Central

2 Hardwired

3 Pull Station

4 Sprinkled

**C) HANDICAP AMENITIES**

1 No

2 Yes (Refer to Remarks)

**D) HIGH SPEED COMMUNICATIONS ACCESS**

1 Available

2 Present

3 Unknown

**E) KITCHEN**

1 No

2 Yes

**F) LANDLORD RESPONSIBLE**

1 Base Year Taxes

2 Electricity

3 Exterior Bldg Maintenance

4 Gas

5 Insurance

6 Interior Bldg Maintenance

7 Janitorial

8 Trash Removal

9 Water/Sewer

10 Other (Refer to Remarks)

**G) TENANT RESPONSIBLE**

1 Base Year Taxes

2 Electricity

3 Exterior Bldg Maintenance

4 Gas

5 Insurance

6 Interior Bldg Maintenance

7 Janitorial

8 Trash Removal

9 Water/Sewer

10 Other (Refer to Remarks)

**H) LEASE DETAILS**

1 Full Gross

2 Modified Gross

3 Modified Net

4 NNN

**I) SECURITY SYSTEM**

1 Leased

2 Owned

\***J) *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 Key at Listing Office

8 Keybox

9 Refer to Private Remarks

10 Upon Accepted Offer

11 Vacant

12 DO NOT SHOW

13 Text Listing Broker

**K) SIGNAGE**

1 No

2 Yes **L) SUITABLE FOR**

INDUSTRIAL

1 Distribution Warehouse

2 Flex Space

3 Industrial-Business Park

4 Manufacturing

5 Office Showroom

6 Refrigerated/Cold Storage

7 Research & Development

8 Self Storage/Mini-Storage

9 Truck Terminal/Hub/Transit

10 Warehouse

**M) SUITABLE FOR**

OFFICE

1 Creative/Loft

2 Institutional/Governmental

3 Medical Office

4 Office Building

5 Office-R&D

**N) SUITABLE FOR**

RETAIL

1 Convenience/Strip Center

2 Fashion/Specialty Center

3 Free-Standing Building

4 Neighborhood Center

5 Outlet Center

6 Power Center

7 Regional Center/Mall

8 Restaurant/Bar

9 Street Retail

10 Super Regional Center

11 Theme/Festival Center

12 Vehicle Related

**O) SUITABLE FOR**

SPECIAL PURPOSE

1 Refer to Remarks

**Address**       **Lessor Name**       **MLS #**

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

Lessor has granted Listing Broker the Exclusive Right to Lease the property described on the attached listing profile (the “Subject Property”). Listing Broker is a member of the Willamette Valley Multiple Listing Service ("WVMLS") and must submit this listing to WVMLS unless a signed certification form is attached requesting this listing not be submitted to WVMLS. As a condition of WVMLS permitting entry of this listing into the WVMLS system, Lessor acknowledges and assents to all the following:

* Members of WVMLS may act as Lessee's agents in procuring or attempting to procure a Lessee for the Subject Property.
* Lessor warrants that the listing data provided by Lessor is accurate. Lessor agrees to defend Listing Broker and its salespeople, agents, 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 contract, profile sheets or any Lessors Property Disclosure Statement issued by Lessor is inaccurate or incomplete or if Lessor has not completely and accurately disclosed all defects in the property.
* Lessor understands that Listing Broker and all members of WVMLS will rely on the accuracy of the listing data in this document in providing their service to Lessor.
* Lessor acknowledges that WVMLS will release data about the Subject Property to other members of WVMLS and to the public. In Lessor's opinion, none of this information, including any post-closing sales or lease data and concession information if any, is confidential, and Lessor approves its dissemination. WVMLS shall retain and make available all such data and photographs to all its participants (real estate brokers, appraisers, and affiliated professionals) for an indefinite period. WVMLS will electronically transmit information about the Subject Property to Internet web sites to aid in marketing the property for sale or lease. At the request of the Listing Broker, WVMLS will include the address of the Lessor’s property in transmissions of data to web sites.
* Under no circumstances will WVMLS permit 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.
* All information, including any photos, submitted to WVMLS ("listing data") becomes the property of WVMLS.
* Lessor understands that WVMLS assumes no responsibility or liability to Lessor for errors or omissions in the WVMLS systems.
* Listing Broker’s use of WVMLS’s systems is subject to the duties imposed on Listing Broker by the rules and regulations of WVMLS; Lessor consents to Listing Broker carrying out all tasks necessary to comply with these rules and regulations. Listing Broker is required to promptly provide information to WVMLS about any change in status or price of the Lessor’s listing. If the Lessor’s property is leased, the Broker must report to WVMLS the price and terms of the lease. Neither the Lessor nor any prospective Lessee of the property can alter the Broker’s responsibility to report all such data to WVMLS by agreement.
* Although WVMLS provides a lockbox service, Lessor acknowledges that electronic lockboxes are not security devices but instead are aids to access properties for marketing purposes. Lessor acknowledges that Listing Broker has informed Lessor of the risks associated with having a lockbox on the Subject Property.
* Listing Broker and WVMLS comply at all times with Federal, State, and local fair housing laws, and Lessor 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.

**Lessor and Listing Broker acknowledge that only pp. 1 - 3 of WVMLS’s standard listing form is required for submission to WVMLS. Lessor and Listing Broker are free to use the Exclusive Right to Sell contract provided by WVMLS (p. 4 of the listing form) or to enter in any agreement negotiated between them, provided an executed copy of any contract between them is retained by the Listing Broker for the period set out in the WVMLS rules and applicable law.**

**Address**       **Lessor Name**       **MLS #**

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

For value received, Lessor grants Listing Broker the Exclusive Right to Lease the property described on the attached listing profile (the “Subject Property”) at the price and terms noted therein. Listing Broker agrees to put forth its best efforts to secure a Lessee and effect a lease for Lessor. If Lessor has so indicated on the form entitled Disclosure Regarding Agency Relationships, of which Lessor hereby acknowledges receiving a copy, Listing Broker may also act in a disclosed limited agency capacity in accordance with that Disclosure. Lessor understands that this contract is an Exclusive Right to Lease Listing Agreement and that if anyone finds a Lessee for the Subject Property, INCLUDING LESSOR, Lessor must pay a commission to Listing Broker. Lessor’s Initials \_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_ ◄▬

Lessor agrees to pay Listing Broker, in full at the time a lease transaction is concluded, a commission equal in amount to       %

of the lease payments for the first      year(s) of lease;      % of the lease payments for the subsequent      year(s) of lease;

     % of the lease payments for the balance of the initial lease; and      % of the lease payments for the any extension of the lease. The minimum commission shall be $       . In the event any lease has an option to purchase, Lessor shall pay Listing Broker      % of the selling price in the event the Lessee purchases the Subject Property. Lessor owes Listing Broker a commission in the event of any one of the following: a lease occurs on an offer Lessor accepts during this agreement from a Lessee for any price and terms Lessor accepts, OR Lessor accepts a Lessee's offer during this agreement but the transaction does not consummate because of Lessor’s failure or refusal, OR any lease of the Subject Property occurs during the term of this contract, OR Listing Broker places Lessor in contact with a Lessee to whom Lessor leases the property within 90 days after the termination of this agreement without representation of another real estate broker. Listing Broker is authorized to accept a deposit on any lease. Lessor further allows Listing Broker a reasonable time after termination or expiration of this contract to close any transaction on which there is a deposit. If following the expiration or termination of this agreement, Lessor lists the Subject Property for lease with another duly licensed real estate broker, to the extent the commission stated in this agreement would result in Lessor’s liability for more than one brokerage fee, the Lessor is excused from paying Listing Broker’s commission.

Lessor warrants that Lessor has the legal right and capacity to lease the Subject Property, that the listing data provided by Lessor is accurate, and that the Subject Property is free of encumbrances except as set out in documents of record.

Lessor authorizes Listing Broker to submit this listing to the Willamette Valley Multiple Listing Service ("WVMLS") unless a signed certification form is attached requesting this listing not be submitted to WVMLS. In Lessor’s opinion, none of this listing data, including post-closing transaction data and concessions information if any, is confidential and Lessor approves its dissemination. Members of WVMLS may act as Lessee’s agents in procuring or attempting to procure a Lessee for the Subject Property. Lessor authorizes Listing Broker and its customers, WVMLS members and their customers, and inspectors hired by a prospective Lessee 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. Lessor agrees to defend Listing Broker and its salespeople, agents, representatives, and employees, to pay all costs of defense, to pay any judgment entered against any of them, and to hold all of them completely harmless if any information in this contract, the listing profile, or any Property Disclosure Statement issued by Lessor is inaccurate or incomplete or if Lessor has not completely and accurately disclosed all 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 in accordance with the then effective arbitration rules of Arbitration Service of Portland, Inc. Any claim hereunder shall be filed with the Arbitration Service of Portland and held 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 Lessor 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 deposit money is received and thereafter forfeited, after deducting all costs incurred by the Broker on behalf of the Lessor, the forfeited deposit money shall be dispersed      % to Lessor and      % to Listing Broker to the extent of the Broker's commission with residue to Lessor. Lessor's Initials \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_ ◄▬

If this contract is withdrawn from WVMLS, or Lessor withdraws the authority given to Broker herein, Lessor agrees to pay Broker the lesser of $       and      % of the lease payments for the Subject Property listed for      years.

This agreement accepted on       , 20   . Agreement expires on       \_\_ , 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.**