

<b>Address</b>	<b>Lessor Name</b>	<b>MLS #</b>
<b>City</b>	<b>State OR Zip</b>	<b>Price</b>

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.**

<b>Signature of Listing Broker</b>	<b>Date</b>	<b>Lessor/Authorized Signer</b>	<b>Date</b>
<b>Listing Broker Firm Name</b>		<b>Lessor/Authorized Signer</b>	<b>Date</b>
<b>Listing Broker Address</b>	<b>City</b>	<b>Lessor/Authorized Signer Address</b>	<b>City</b>
<b>Principal Broker Initials:</b>	<b>Date:</b>	<b>Listing Agreement, Page 1 of 1</b>	

