



Sale Agreement # _____

FINAL AGENCY ACKNOWLEDGMENT

1 Both Buyer and Seller acknowledge having received the Oregon Real Estate Agency Disclosure Pamphlet, and hereby acknowledge and consent
2 to the following agency relationships in this transaction: _____

3 _____ (Name of Buyer's Agent(s)*), Oregon Lic. # _____
4 of _____ (Name of Real Estate Firm(s)*)

5 Buyer's Agent's Office Address _____, Company Lic # _____
6 Phone _____ Fax _____ E-mail _____

7 is/are the agent of (check one): Buyer exclusively ("Buyer Agency"). Both Buyer and Seller ("Disclosed Limited Agency").
8 _____ (Name of Seller's Agent(s)*), Oregon Lic. # _____

9 of _____ (Name of Real Estate Firm(s)*)
10 Seller's Agent's Office Address _____, Company Lic # _____

11 Phone _____ Fax _____ E-mail _____
12 is/are the agent of (check one): Seller exclusively ("Seller Agency"). Both Buyer and Seller ("Disclosed Limited Agency").

13 *If Buyer's and/or Seller's Agents and/or Firms are co-selling or co-listing in this transaction, all Agents and Firm names should be
14 disclosed above. For directions on how to look up license numbers: <https://orea.elicense.irondata.com/Lookup/LicenseLookup.aspx>

15 If both parties are each represented by one or more Agents in the same Real Estate Firm, and Agents are supervised by the same principal broker
16 in that Real Estate Firm, Buyer and Seller acknowledge that said principal broker shall become the disclosed limited agent for both Buyer and
17 Seller as more fully explained in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller and Agent(s).

18 Buyer shall sign this acknowledgment at the time of signing this Agreement before submission to Seller. Seller shall sign this acknowledgment at the time this
19 Agreement is first submitted to Seller, even if this Agreement will be rejected or a counter offer will be made. Seller's signature to this Final Agency
20 Acknowledgment shall not constitute acceptance of this Agreement or any terms therein.

21 Buyer _____ Print _____ Date _____ ←

22 Buyer _____ Print _____ Date _____ ←

23 Seller _____ Print _____ Date _____ ←

24 Seller _____ Print _____ Date _____ ←

RESIDENTIAL REAL ESTATE SALE AGREEMENT

25 THIS AGREEMENT IS INTENDED TO BE A LEGAL AND BINDING CONTRACT. IF IT IS NOT UNDERSTOOD, SEEK COMPETENT LEGAL
26 ADVICE BEFORE SIGNING. FOR AN EXPLANATION OF THE PRINTED TERMS AND PROVISIONS IN THIS FORM REGARDING TIMING,
27 NOTICE, BINDING EFFECT, ETC., SELLER AND BUYER ARE ENCOURAGED TO CLOSELY REVIEW SECTION 30 (DEFINITIONS AND
28 INSTRUCTIONS SECTION).

29 1. PRICE/PROPERTY DESCRIPTION: Buyer _____

30 _____

31 offers to purchase from Seller _____

32 _____

33 the following described real property (hereinafter "the Property") situated in the State of Oregon, County of _____,

34 and commonly known or identified as (insert street address, city, zip code, tax identification number, lot/block description, etc.)

35 _____

36 _____

37 (Buyer and Seller agree that if it is not provided herein, a complete legal description as provided by the title insurance company in accordance with

38 Section 9, shall, where necessary, be used for purposes of legal identification and conveyance of title.)

39 for the Purchase Price (in U.S. currency) of _____ A \$ _____

40 on the following terms: Earnest money herein received for _____ B \$ _____

41 on _____, as additional earnest money, the sum of _____ C \$ _____

42 at or before Closing, the balance of down payment _____ D \$ _____

43 at Closing and upon delivery of DEED CONTRACT the balance of the Purchase Price _____ E \$ _____

44 shall be paid as agreed in Financing Section of this Agreement. (Lines B, C, D and E should equal Line A)

Buyer Initials ____/____ Date _____

Seller Initials ____/____ Date _____



Sale Agreement # _____

45 **2. FIXTURES:** All fixtures (including remote controls and essential related equipment) are to be left upon the Property. Fixtures shall include but not
46 be limited to: built-in appliances; attached floor coverings; drapery rods and curtain rods; window and door screens; storm doors and windows;
47 system fixtures (irrigation, plumbing, ventilating, cooling and heating); water heaters; attached electric light and bathroom fixtures; light bulbs;
48 fluorescent lamps; window blinds; awnings; fences; all planted shrubs, plants and trees; EXCEPT: _____
49 _____

50 **3. PERSONAL PROPERTY:** Only the following personal property, in "AS-IS" condition and at no stated value is included:
51 _____
52 _____
53 _____

54 **FINANCING**

55 **4. BALANCE OF PURCHASE PRICE.** (Select A or B)

56 **A.** **This is an all cash transaction.** Buyer to provide verification ("Verification") of readily available funds as follows (select only one):
57 Buyer has attached a copy of the Verification with the submission of this Agreement to Seller or Seller's Agent. Buyer will provide Seller or
58 Seller's Agent with the Verification within ____ business days (five [5] if not filled in) after this Agreement has been signed and accepted; or
59 Other (Describe): _____

60 Seller may notify Buyer or Buyer's Agent, in writing, of Seller's unconditional disapproval of the Verification within ____ business days (two [2] if not
61 filled in) ("Disapproval Period") following its receipt by Seller or Seller's Agent. Provided, however, such disapproval must be objectively reasonable.
62 Upon such disapproval, all earnest money deposits shall be promptly refunded to Buyer and this transaction shall be terminated. **If Seller fails to**
63 **provide Buyer or Buyer's Agent with written unconditional disapproval of the Verification by 5:00 p.m. of the last day of the Disapproval**
64 **Period, Seller shall be deemed to have approved the Verification. If Buyer fails to submit a Verification within a time frame selected**
65 **above, unless the parties agree otherwise in writing, all earnest money deposits shall be promptly refunded and this transaction shall be**
66 **terminated.**

67 **B.** **Balance of Purchase Price to be financed through one of the following Loan Programs** (Select only one):

68 Conventional; FHA; Federal VA;
69 Other (Describe): _____ **Buyer agrees to**
70 **seek financing through a lending institution or mortgage broker (hereinafter collectively referred to as "Lender") participating in the Loan**
71 **Program selected above.**

72 **C. Pre-Approval Letter.** Buyer has attached a copy of a Pre-Approval Letter from Buyer's Lender; Buyer does not have a Pre-Approval
73 Letter at the time of making this offer; Buyer agrees to secure a Pre-Approval Letter and provide a copy to Seller as follows: _____
74 _____

75 **5.1 FINANCING CONTINGENCIES.** If Buyer is financing any portion of the Purchase Price, this transaction is subject to the following financing
76 contingencies: (1) Buyer and the Property to qualify for the loan from Lender; (2) Lender's appraisal shall not be less than the Purchase Price; and,
77 (3) Other (Describe): _____
78 _____

79 All Financing Contingencies are solely for Buyer's benefit and may be waived by Buyer in writing at any time.

80 **5.2 FAILURE OF FINANCING CONTINGENCIES.** If Buyer receives actual notification from Lender that any Financing Contingencies identified
81 above have failed or otherwise cannot occur, Buyer shall promptly notify Seller, and the parties shall have ____ business days (two [2] if not filled
82 in) following the date of Buyer's notification to Seller to either (a) Terminate this transaction by signing a **Termination Agreement (OREF-057)**
83 and/or such other similar form as may be provided by Escrow; or (b) Reach a written mutual agreement upon such price and terms that will permit
84 this transaction to continue. Neither Seller nor Buyer is required under the preceding provision (b) to reach such agreement. If (a) or (b) fail to
85 occur within the time period identified in this Section 5.2, this transaction shall be automatically terminated and all earnest money shall be promptly
86 refunded to Buyer. Buyer understands that upon termination of this transaction, Seller shall have the right to immediately place the Property back
87 on the market for sale upon any price and terms as Seller determines, in Seller's sole discretion.

88 **5.3 BUYER REPRESENTATION REGARDING FINANCING.** Buyer makes the following representations to Seller: (1) Buyer's completed loan
89 application, as hereinafter defined, shall be submitted to the Lender that provided the Pre-Approval Letter, a copy of which has been delivered to
90 Seller, or will be, pursuant to Section 4C, above.

91 (2) Buyer shall submit to Buyer's Lender a completed loan application for purchase of the Property not later than ____ business days (three [3] if not
92 filled in) following the date Buyer and Seller have signed and accepted this Agreement. A "completed loan application" shall include the following

Buyer Initials ____ / ____ Date ____

Seller Initials ____ / ____ Date ____

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LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE OF BUYER AND/OR SELLER AND DATE

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93 information: (i) Buyer's name(s); (ii) Buyer's income(s); (iii) Buyer's social security number(s); (iv) the Property address; (v) an estimate of the value of the
94 Property; and (vi) the loan amount sought.

95 (3) Buyer agrees that if Buyer intends to proceed with the loan transaction, Buyer will so notify Lender within ___business days (three [3] if not filled in – but not
96 to exceed ten [10]) in such form as required by said Lender, following Buyer's receipt of Lender's Loan Estimate. Upon request, Buyer shall promptly notify
97 Seller of the date of Buyer's signed notice of intent to proceed with the loan.

98 (4) Buyer will thereafter complete all paperwork requested by the Lender in a timely manner, and exercise best efforts (including payment of all
99 application, appraisal and processing fees, where applicable) to obtain the loan.

100 (5) Buyer understands and agrees that Buyer may not replace the Lender or Loan Program already selected, without Seller's written consent, which
101 may be withheld in Seller's sole discretion.

102 (6) Following submission of the loan application, Buyer agrees to keep Seller promptly informed of all material non-confidential developments
103 regarding Buyer's financing and the time of Closing.

104 (7) Buyer shall make a good faith effort to secure the ordering of the Lender's appraisal no later than expiration of the Inspection Period at Section
105 10 of this Agreement, (or Section 1 of the Professional **Inspection Addendum (OREF 058)** if used).

106 (8) Buyer currently has liquid and available funds for the earnest money deposit and down payment sufficient to Close the transaction described
107 herein and is not relying upon any contingent source of funds (e.g., from loans, gifts, sale or closing of other property, 401K disbursements, etc.),
108 except as follows (*describe*): _____
109 _____
110 _____

111 (9) Buyer authorizes Buyer's Lender to provide non-confidential information to Buyer's and Seller's Agents regarding Buyer's loan application
112 status.

113 **6.1 INSURANCE:** Buyer is encouraged to promptly verify the availability and cost of property/casualty/fire insurance that will be secured for the
114 Property. Additionally, Lenders may require proof of property/casualty/fire insurance as a condition of the loan.

115 **6.2 FLOOD INSURANCE; ELEVATION CERTIFICATE:** If the Property is located in a designated flood zone, flood insurance may be required as a
116 condition of a new loan. Buyer is encouraged to promptly verify the need, availability, and cost of flood insurance, if applicable. An Elevation
117 Certificate ("EC") is the document used by the federal National Flood Insurance Program ("NFIP") to determine the difference in elevation between
118 a home or building, and the base flood elevation ("BFE"), which is a computed elevation to which floodwater is anticipated to rise during certain floods.
119 The amount of the flood insurance premium for a particular property is based upon the EC. Not all properties in flood zones require an EC,
120 depending upon when they were constructed. ECs must be prepared and certified by a land surveyor, engineer, or architect who is authorized by
121 the local jurisdiction to certify elevation information. The costs and fees for an EC may range from a few hundred dollars to over a thousand. **If the**
122 **Property requires an EC, it will need to be obtained prior to receiving a flood insurance quote. Additionally, Lenders may require an EC**
123 **as a condition of loan approval. For more information, go to the following link: <http://www.fema.gov/base-flood-elevation>**

124 **7. SELLER-CARRIED FINANCING (E.G., LAND SALE CONTRACT/TRUST DEED/MORTGAGE/OPTION AGREEMENTS, RENT-TO-OWN,**
125 **ETC.):** Notice to Buyer and Seller: If this transaction involves a land sale contract, trust deed, mortgage, option, or lease-to-own agreement
126 (hereinafter a "Seller Carried Transaction"), Oregon law requires that, unless exempted, individuals offering or negotiating the terms must hold a
127 mortgage loan originator ("MLO") license. Your real estate agent is not qualified to provide these services or to advise you in this regard. Legal
128 advice is strongly recommended. Oregon law exempts the following individuals from the MLO licensing law: (a) Those who offer or negotiate terms
129 of a residential mortgage loan with or on behalf of their spouse, child, sibling, parent, grandparent, grandchild or a relative in a similar relationship
130 created by law, marriage or adoption; (b) Those who sell their primary residence they currently or previously lived in; and (c) Individuals who sell up
131 to three (3) non-primary residences during any 12-month period. (Note: One may not hold more than eight residential mortgage loans at one time.)
132 If this is a Seller-Carried Transaction, and one or more of the preceding exemptions apply, Buyer and Seller agree as follows (select only one):

- 133 (a) Secure separate legal counsel to negotiate and draft the necessary documents; or
- 134 (b) Employ an MLO; or
- 135 (c) Use the **Seller-Carried Addendum (OREF 033)** and related forms.

136 Seller and Buyer agree that regardless of whether (a), (b), or (c) is selected, they will reach a signed written agreement upon the terms and
137 conditions of such financing (e.g. down payment, interest rate, amortization, term, payment dates, late fees, balloon dates, etc.) within ___business
138 days (ten [10] if not filled in) commencing on the next business day following the date they have signed and accepted this Sale Agreement
139 ("Negotiation of Terms Period"). Upon failure of Buyer and Seller to reach agreement by 5:00 p.m. on the last day of the Negotiation of Terms
140 Period, or such other times as may be agreed upon in writing, all earnest money deposits shall be refunded to Buyer and this transaction shall be

Buyer Initials ____ / ____ Date ____

Seller Initials ____ / ____ Date ____

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141 automatically terminated. **Caveat: Buyer's and Seller's Agents are not authorized to render advice on these matters. Buyer and Seller are**
142 **advised to secure competent legal advice while engaged in a Seller-Carried Transaction.**

143 **8. ADDITIONAL FINANCING PROVISIONS:** _____
144 _____

145 **CONTINGENCIES**

147 **9. TITLE INSURANCE:** When this Agreement is signed and accepted by Buyer and Seller, Seller will, at Seller's sole expense, promptly order from
148 the title insurance company selected at Section 22 below, a preliminary title report and copies of all documents of record ("the Report and
149 Documents of Record") for the Property, and furnish them to Buyer at Buyer's contact location as defined at Section 30(3) below. Unless otherwise
150 provided herein, this transaction is subject to Buyer's review and approval of the Report and Documents of Record (**if, upon receipt, the Report**
151 **and Documents of Record are not fully understood, Buyer should immediately contact the title insurance company for further**
152 **information or seek competent legal advice).** The Buyer's and Seller's Agents are not qualified to advise on specific legal or title issues.)
153 Upon receipt of the Report and Documents of Record Buyer shall have ___ business days (five [5] if not filled in) within which to notify Seller, in
154 writing, of any matters disclosed in the Report and Documents of Record which is/are unacceptable ("the Objections"). Buyer's failure to timely
155 object in writing, shall constitute acceptance of the Report and/or Documents of Record. However, Buyer's failure to timely object shall not relieve
156 Seller of the duty to convey marketable title to the Property pursuant to Section 27, below. If, within ___ business days (five [5] if not filled in)
157 following Seller's receipt of the Objections, Seller fails to remove or correct the matters identified therein, or fails to give written assurances
158 reasonably satisfactory to Buyer, that they will be removed or corrected prior to Closing, all earnest money shall be promptly refunded to Buyer, and
159 this transaction shall be terminated. This contingency is solely for Buyer's benefit and may be waived by Buyer in writing. Within thirty (30) days
160 after Closing, the title insurance company shall furnish to Buyer, an owner's standard form policy of title insurance insuring marketable title in the
161 Property to Buyer in the amount of the Purchase Price, free and clear of the Objections, if any, and all other title exceptions agreed to be removed
162 as part of this transaction. (*Note: This Section 9 provides that Seller will pay for Buyer's standard owner's policy of title insurance. In*
163 *some areas of the country, such a payment might be regarded as a "seller concession." Under the TILA/RESPA Integrated Disclosure*
164 *Rules ["the Rules"], there are limitations, regulations and disclosure requirements on "seller concessions", unless the product or*
165 *service paid for by the Seller was one customarily paid by sellers in residential sales transactions. In Oregon, sellers customarily and*
166 *routinely pay for their buyer's standard owner's policy of title insurance. Accordingly, unless the terms of this Section 9 are modified in*
167 *writing by Buyer and Seller, the parties acknowledge, agree and so instruct Escrow, that in this transaction, Seller's payment of Buyer's*
168 *standard owner's policy of title insurance is not a "seller concession" under the Rules or any other federal law.)*

169 **10. INSPECTIONS/ENVIRONMENTAL HEALTH CONDITIONS:** The following list identifies some, but not all, environmental conditions that may
170 be found in and around all real property that may affect health: Asbestos, carbon monoxide, electric and magnetic fields, formaldehyde, lead and
171 other contaminants in drinking water and well water, lead based paint, mold and mildew, radon, and leaking underground storage tanks. If Buyer
172 has any concerns about these conditions or others, Buyer is encouraged to secure the services of a licensed professional inspector, consultant, or
173 health expert, for information and guidance. Neither the Buyer's nor Seller's Agents are experts in environmental health hazards or conditions.
174 Buyer understands that it is advisable to have a complete inspection of the Property by qualified licensed professional(s) relating to such matters as
175 structural condition, soil condition/compaction/stability, environmental issues, survey, zoning, operating systems, and suitability for Buyer's intended
176 purpose. Neither Buyer's nor Seller's Agent are qualified to conduct such inspections and shall not be responsible to do so. For further details,
177 Buyer is encouraged to review the Buyer Advisory at <http://www.oregonrealtors.org/resources/membership-resources/buyer-seller-advisories>
178 and the Oregon Public Health Division at <http://public.health.oregon.gov/Pages/Home.aspx>

179 **Check only one box below:**

180 **LICENSED PROFESSIONAL INSPECTIONS:** At Buyer's expense, Buyer may have the Property and all elements and systems thereof
181 inspected by one or more licensed professionals of Buyer's choice. Provided, however, Buyer must specifically identify in this Agreement any
182 desired invasive inspections that may include testing or removal of any portion of the Property including radon and mold. Buyer understands that
183 Buyer is responsible for the restoration of the Property following any inspection(s)/test(s) performed by Buyer or on Buyer's behalf. Buyer shall
184 have ___ business days (ten [10] if not filled in), after the date Buyer and Seller have signed and accepted this Agreement (hereinafter "the
185 Inspection Period"), in which to complete all inspections **and** negotiations with Seller regarding any matters disclosed in any inspection report.
186 Buyer shall **not** provide all or any portion of the inspection reports to Seller unless requested by Seller or Seller's Agent. However, at any time
187 during this transaction, or promptly following termination, upon request by Seller or Seller's Agent, Buyer shall promptly provide a copy of such
188 reports or portions of reports, as requested. During the Inspection Period, Seller shall not be required to modify any terms of this Agreement
189 already reached with Buyer. Unless a written agreement has already been reached with Seller regarding Buyer's requested repairs, at any time
190 during the Inspection Period, Buyer may notify Seller or Seller's Agent, in writing, of Buyer's unconditional disapproval of the Property based on any
191 inspection report(s), in which case, all earnest money deposits shall be promptly refunded, and this transaction shall be terminated. **If Buyer fails**
192 **to provide Seller or Seller's Agent with written unconditional disapproval of any inspection report(s) by 5:00 P.M. of the final day of the**
193 **Inspection Period, Buyer shall be deemed to have accepted the condition of the Property. Note that if, prior to expiration of the**

Buyer Initials ___ / ___ Date ___

Seller Initials ___ / ___ Date ___

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194 Inspection Period, written agreement is reached with Seller regarding Buyer's requested repairs, the Inspection Period shall
195 automatically terminate, unless the parties agree otherwise in writing.

196 Identify Invasive Inspections: _____

197 ALTERNATIVE INSPECTION PROCEDURES: OREF 058 PROFESSIONAL INSPECTION ADDENDUM OR OTHER INSPECTION
198 ADDENDUM _____ is attached to this Agreement.

199 BUYER'S WAIVER OF INSPECTION CONTINGENCY: Buyer represents to Seller and all Agents and Firms that Buyer is fully satisfied with the
200 condition of the Property and all elements and systems thereof and **knowingly and voluntarily** elects to waive the right to have any inspections
201 performed as a contingency to the Closing of the transaction. Buyer's election to waive the right of inspection is solely Buyer's decision and at
202 Buyer's own risk.

203 **11. LEAD-BASED PAINT CONTINGENCY PERIOD:** If the Property was constructed before 1978, a Lead-Based Paint Disclosure
204 Addendum (hereinafter "the Disclosure Addendum") shall be promptly signed by Seller, Buyer, and their respective agents, and become
205 a part of this Agreement. Buyer shall also be provided with a pamphlet entitled "Protect Your Family From Lead in Your Home." Buyer
206 shall have _____ calendar days (ten [10] unless a greater number is filled in) within which to conduct a lead-based paint assessment or
207 inspection (hereinafter referred to as "the Lead-Based Paint Contingency Period"), which shall commence immediately when Buyer and
208 Seller sign the Disclosure Addendum. Unless the opportunity to conduct a risk assessment or inspection is expressly waived in the
209 Disclosure Addendum, Buyer may, in writing, unconditionally cancel this transaction during the Lead-Based Paint Contingency Period
210 and receive a prompt refund of all earnest money deposits. Buyer understands that the failure to give timely written notice of
211 cancellation prior to Midnight on the last day of the Lead-Based Paint Contingency Period shall constitute acceptance of the condition of
212 the Property as it relates to the presence of lead-based paint or lead-based paint hazards.

213 OREF-021 Lead-Based Paint Disclosure Addendum is attached to this Agreement.

214 **12.1 PRIVATE WELL:** Does the Property include a well that supplies or is intended to supply domestic water for household use? Yes No
215 If the property contains a private well, the **OREF-082 Private Well Addendum** will be attached to this Sale Agreement.

216 **12.2 ONSITE SEWAGE SYSTEM:** Does the Property include an onsite sewage system? Yes No If the Property contains an onsite sewage
217 system, the **OREF-081 Onsite Sewage System Addendum** will be attached to this Sale Agreement.

218 **13. PROPERTY DISCLOSURE LAW:** Buyer and Seller acknowledge that unless this transaction is otherwise exempted, Oregon law provides that
219 Buyer has a right to revoke Buyer's offer by giving Seller written notice thereof (a) within five (5) business days after Seller's delivery of Seller's
220 Property Disclosure Statement ("the Statement"), or (b) at any time before Closing (as defined in the Oregon Administrative Rules) if Buyer does
221 not receive the Statement from Seller before Closing. Buyer may waive the right of revocation only in writing. Seller authorizes Seller's Agent's
222 Firm to receive Buyer's notice of revocation, if any, on Seller's behalf.

SELLER REPRESENTATIONS

224 **14. SELLER REPRESENTATIONS:** Subject to other written disclosures made by Seller as a part of this transaction, Seller makes the
225 following representations to Buyer:

- 226 (1) The primary dwelling is connected to (check all that apply): a public sewer system; an on-site sewage system; a public
227 water system; a private well; other (e.g., surface springs, cistern, etc.).
- 228 (2) At the earlier of possession or Closing Date, the dwelling will have one or more operating smoke alarms, smoke detectors and carbon
229 monoxide detectors as required by law (See <http://www.oregon.gov/OSP/SFM/>).
- 230 (3) Seller has no knowledge of any hazardous substances in or about the Property other than substances (if any) contained in appliances
231 and equipment. Buyer acknowledges that asbestos commonly exists in insulation, ceilings, floor coverings and other areas in residential
232 housing and may exist in the Property.
- 233 (4) Seller knows of no material defects in or about the Property.
- 234 (5) All electrical wiring, heating, cooling, plumbing and irrigation equipment and systems and the balance of the Property, including the
235 yard, will be in substantially their present condition at the time Buyer is entitled to possession.
- 236 (6) Seller has no notice of any liens or assessments to be levied against the Property.
- 237 (7) Seller has no notice from any governmental agency of any violation of law relating to the Property.
- 238 (8) Seller is not a "foreign person" under the Foreign Investment in Real Property Tax Act ("FIRPTA") as defined in this Agreement.
- 239 (9) Seller knows of no material discrepancies between visible lines of possession and use (such as existing fences, hedges, landscaping,
240 structures, driveways, and other such improvements) currently existing on the Property and the legal description of the Property.
- 241 (10) Seller will keep the Property fully insured through Closing.
- 242 (11) Seller agrees to promptly notify Buyer if, prior to Closing, Seller receives actual notice of any event or condition that could result in
243 making any previously disclosed material information relating to the Property substantially misleading or incorrect.

244 These representations are made to the best of Seller's knowledge. Seller may have made no investigations. Exceptions to items (1)
245 through (11) are: _____ (For more exceptions see Addendum _____).

Buyer Initials ____ / ____ Date ____

Seller Initials ____ / ____ Date ____



Sale Agreement #

246 **Buyer acknowledges that the above representations are not warranties regarding the condition of the Property and are not a substitute**
247 **for, nor in lieu of, Buyer's own responsibility to conduct a thorough and complete independent investigation, including the use of**
248 **professionals, where appropriate, regarding all material matters bearing on the condition of the Property, its value and its suitability for**
249 **Buyer's intended use. Neither Buyer's nor Seller's Agents shall be responsible for conducting any inspection or investigation of any**
250 **aspects of the Property.**

251 **15.1 SELLER ADVISORY: OREGON STATE TAX WITHHOLDING OBLIGATIONS:** Subject to certain exceptions, Escrow is required to withhold a portion
252 of Seller's proceeds if Seller is a non-resident individual or corporation as defined under Oregon law. Buyer and Seller agree to cooperate with Escrow by
253 executing and delivering any instrument, affidavit or statement as requested, and to perform any acts reasonable or necessary to carry out the provisions of
254 Oregon law.

255 **15.2 SELLER/BUYER ADVISORY: FIRPTA TAX WITHHOLDING REQUIREMENT:** Seller and Buyer are advised that upon Closing, a Federal law, known
256 as the Foreign Investment in Real Property Tax Act ("FIRPTA"), requires buyers to withhold a portion of a seller's proceeds if the real property is located within
257 the United States and the seller is a "foreign person" who does not qualify for an exemption ("Withholding Requirement"). A "foreign person" includes a non-
258 resident alien individual, foreign corporation, foreign partnership, foreign trust or a foreign estate. Generally, the following rules apply under FIRPTA: (a) There
259 is no Withholding Requirement, even if the seller is a "foreign person", if: (i) The purchase price of the property is not more than \$300,000; and (ii) The property
260 will be occupied as a residence by a buyer who is an individual (or a member of his/her family) (iii) for at least 50% of the number of days (excluding days the
261 property is vacant) it is used by such person during each of the first two 12-month periods following the date of closing; (b) The Withholding Requirement will
262 be ten percent (10%) of the purchase price when the seller is a "foreign person" and the purchase price is over \$300,000, but less than \$1,000,000, and (a)(ii)
263 and (iii) above apply; and (c) The Withholding Requirement will be a fifteen percent (15%) of the purchase price when the seller is a "foreign person" and the
264 purchase price is over \$1,000,000, regardless of use of the property. **If FIRPTA applies, even if there is an exemption, Seller and Buyer should complete**
265 **and sign the FIRPTA Addendum, OREF 093. Seller's and Buyer's Agents are not experts in FIRPTA and will not act as a transferor or transferee**
266 **agent for purposes of the Withholding Requirement. If FIRPTA may apply in this transaction, Seller and Buyer should promptly consult their own**
267 **experts familiar with the law and regulations. For further information, Seller and Buyer should go to: [http://www.realtor.org/articles/firpta-](http://www.realtor.org/articles/firpta-withholding-rate-increasing-to-15)**
268 **withholding-rate-increasing-to-15.**

269 **16. "AS-IS": Except for Seller's express written agreements and written representations contained herein, and Seller's Property**
270 **Disclosure, if any, Buyer is purchasing the Property "AS-IS," in its present condition and with all defects apparent or not apparent. This**
271 **provision shall not be construed to limit Buyer's right to implied new home warranties, if any, that may otherwise exist under Oregon**
272 **law.**

MISCELLANEOUS ITEMS

273
274 **17. TOWNHOME/PLANNED COMMUNITY:** Is the property a townhome or in a planned community? Yes No Unknown
275 If yes, Seller to provide Buyer with **OREF 024 Townhome/Planned Community Addendum.**

276 **18. ALARM SYSTEM:** NONE OWNED LEASED. If leased, Buyer will will not assume the lease at Closing.

277 **19. WOODSTOVE/WOOD BURNING FIREPLACE INSERT:** Does the Property contain a woodstove or wood burning fireplace insert?
278 Yes No

279 If yes, is the woodstove/wood burning fireplace insert certified? Yes No Unknown. If "No" or "Unknown," Seller to provide Buyer with
280 **OREF 046 Woodstove/Wood Burning Fireplace Insert Addendum.**

281 **20. HOME WARRANTIES:** Home warranty plans may be available to help cover homeowner costs to repair/replace certain home systems and
282 appliances. (See specific plan for details.) Will a plan be purchased for Buyer as a part of this transaction? Yes No
283 If yes, identify plan and cost: _____ \$ _____ To be paid at Closing by: Buyer Seller

284 **21. ADDITIONAL PROVISIONS:** _____
285 _____
286 _____
287 _____ For additional provisions, see Addendum _____.

CLOSING/ESCROW

288
289 **22. ESCROW:** This transaction shall be Closed at _____ ("Escrow"), a neutral escrow
290 company licensed and located in the State of Oregon. Costs of Escrow shall be shared equally between Buyer and Seller, unless otherwise specifically
291 prohibited by the U.S. Department of Veterans Affairs (Federal VA). Unless otherwise provided herein, the parties agree as follows: Seller authorizes

Buyer Initials ____ / ____ Date ____

Seller Initials ____ / ____ Date ____

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292 Seller's Agent's Firm to order a preliminary title report and owner's title policy at Seller's expense and further authorizes Escrow to pay out of the
293 cash proceeds of sale the expense of furnishing such policy, Seller's recording fees, Seller's Closing costs and any liens and encumbrances on the
294 Property payable by Seller on or before Closing. Buyer shall deposit with Escrow sufficient funds necessary to pay Buyer's recording fees, Buyer's
295 Closing costs, and Lender's fees, if any. Real estate fees, commissions or other compensation for professional real estate services provided by
296 Buyer's or Seller's Agent's Firms shall be paid at Closing in accordance with the listing agreement, buyer service agreement or other written
297 agreement for compensation.

298 **23. PRORATIONS:** Prorates for rents, current year's taxes, interest on assumed obligations, and other prepaid expenses attributable to the
299 Property shall be as of: (check one) the Closing Date; date Buyer is entitled to possession

300 **24. RECEIPT FOR EARNEST MONEY:** Buyer's Agent's Firm acknowledges receipt of earnest money from Buyer in the sum of \$ _____
301 evidenced by (check all that apply):

302 **24.1** CASH Deposit in Buyer's Agent's Firm's client trust account, and Remain there until disbursement. Or thereafter be promptly deposited with
303 Escrow.

304 **24.2** CHECK Hold any earnest money that is in the form of a check undeposited until this Agreement is signed and accepted by Buyer and Seller, after
305 which time it is to be deposited within three (3) banking days of receipt as follows: In Buyer's Agent's Firm's client trust account and remain there until
306 disbursement. In Buyer's Agent's Firm's client trust account and thereafter deposit with Escrow. Deposit with Escrow.

307 **24.3** PROMISSORY NOTE (See attached OREF 060 Promissory Note).

308 **24.4** Other form of earnest money deposit: _____

309 **24.5 BUYER'S AGENT AND BUYER'S AGENT'S FIRM SHALL HAVE NO FURTHER LIABILITY TO BUYER OR SELLER REGARDING ANY**
310 **EARNEST MONEY THAT IS TRANSFERRED PURSUANT TO THE ABOVE INSTRUCTIONS.**

311 _____ ←
312 Buyer's Agent's Firm Buyer's Agent Signature

313 **25. EARNEST MONEY DEPOSIT INSTRUCTIONS TO ESCROW:** Escrow is hereby instructed by Buyer and Seller as follows: (1) Upon your receipt of a
314 copy of this Agreement marked "rejected" by Seller or upon Listing Firm's written advice that the offer is "rejected" by Seller, you are to refund all earnest
315 money to Buyer; (2) Upon your receipt of a copy of this Agreement signed by Buyer and Seller set up an escrow account and proceed with Closing in
316 accordance with the terms of this Agreement. If you determine that the transaction cannot be Closed for any reason (whether or not there is then a dispute
317 between Buyer and Seller), subject only to Section 39 below, you are to hold all earnest money deposits until you receive written instructions from Buyer and
318 Seller, or a final ruling from a court or arbitrator, as to disposition of such deposits.

319 **26. EARNEST MONEY PAYMENT/REFUND:** If (1) Seller does not approve this Agreement; or (2) Seller signs and accepts this Agreement but
320 fails to furnish marketable title; or (3) Seller fails to complete this transaction in accordance with this Agreement, or perform any other act as herein
321 provided; or (4) any condition which Buyer has made an express contingency in this Agreement (and has not been otherwise waived) fails through
322 no fault of Buyer, then all earnest money shall be promptly refunded to Buyer. However, acceptance by Buyer of the refund shall not constitute a
323 waiver of other legal remedies available to Buyer. If Seller signs and accepts this Agreement and title is marketable; and (1) Buyer has
324 misrepresented Buyer's financial status; or (2) Buyer's bank does not pay, when presented, any check given as earnest money; or (3) Buyer fails to
325 redeem, when due, any note given as earnest money; or (4) Buyer fails to complete this transaction in accordance with this Agreement, or perform
326 any other act as herein provided, then all earnest money paid or agreed to be paid shall be paid to Seller either as liquidated damages or as
327 otherwise allowed under Oregon law, and this transaction shall be terminated. **It is the intention of the parties that Seller's sole remedy against**
328 **Buyer for Buyer's failure to Close this transaction shall be limited to the amount of earnest money paid or agreed to be paid herein.**

329 **27.1 CLOSING:** Closing shall occur on a date mutually agreed upon between Buyer and Seller, but in no event later than _____ ("the Closing
330 Deadline"). The terms "Closed", "Closing" or "Closing Date" shall mean when the deed or contract is recorded and funds are available to Seller. Buyer and
331 Seller acknowledge that for Closing to occur by the Closing Deadline, it may be necessary to execute documents and deposit funds in Escrow prior to that
332 date. Caveat: Section 7 requires three (3) days prior to the Closing Deadline if Escrow is to prepare a note and a deed of trust or mortgage.

333 **27.2 THE CLOSING DISCLOSURE:** Pursuant to the federal TILA-RESPA Integrated Disclosure Rules ("TRID"), Buyer and Seller will each receive a
334 federally-required document called a "Closing Disclosure", which, among other things, summarizes each party's closing costs. TRID requires that the
335 Closing Disclosure must be received by a residential loan borrower at least three (3) business days prior to "consummation" of the transaction, which in
336 most cases in Oregon will be the date on which Buyer signs the loan documents. Under certain circumstances, a change to the Closing Disclosure late in
337 the transaction could result in a delay in Closing to comply with the three business day rule. **Such a delay beyond the Closing Deadline could result in**
338 **termination of the transaction unless Seller and Buyer mutually agree to extend it.**

339 **27.3 NOTICE REGARDING TITLE INSURANCE COSTS:** The manner in which TRID requires title insurance costs to be disclosed differs from the actual
340 costs that may be charged to the parties under Oregon law. In such instances, at Closing, Escrow may issue a separate statement showing the actual costs

Buyer Initials ____ / ____ Date ____

Seller Initials ____ / ____ Date ____

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341 for an owner's policy of title insurance and, where applicable, the lender's policy of title insurance. **Seller and Buyer are encouraged to discuss this with**
342 **Escrow prior to Closing.**

343 **28. DEED:** Seller shall convey marketable title to the Property by statutory warranty deed (or good and sufficient personal representative's or
344 trustee's or similar legal fiduciary's deed, where applicable) free and clear of all liens of record, except property taxes that are a lien but not yet
345 payable, zoning ordinances, building and use restrictions, reservations in federal patents, easements of record that affect the Property, covenants,
346 conditions and restrictions of record, and those matters accepted by Buyer pursuant to Section 9. If Buyer's title will be held in the name of more
347 than one person, see Section 38 regarding forms of co-ownership.

348 **29. POSSESSION:** Seller shall remove all personal property (including trash and debris) that is not a part of this transaction, and deliver
349 possession of the Property to Buyer (*select one*):

- 350 (1) by 5:00 p.m. on Closing;
- 351 (2) by _____ a.m. p.m. _____ days after Closing;
- 352 (3) by _____ a.m. p.m. on the _____ day of _____.

353 If a tenant(s) is currently in possession of the Property (*check one*): Buyer will accept tenant(s) at closing; Seller shall have full responsibility
354 for removal of tenant(s) prior to closing.

355 **30. SELLER POSSESSION BEFORE/AFTER CLOSING:** In the event that Buyer and Seller agree that Seller will deliver possession before or after
356 Closing, **OREF-053 (Agreement to Occupy Before Closing)** or **OREF-054 (Agreement to Occupy After Closing)** will be attached to this Sale
357 Agreement.

DEFINITIONS/INSTRUCTIONS

358
359 **31. DEFINITIONS/INSTRUCTIONS:** (1) All references in this Sale Agreement to "Agent" and "Firm" shall refer to Buyer's and Seller's real estate
360 agents licensed in the State of Oregon and the respective real estate companies with which they are affiliated.

- 361 (2) Time is of the essence of this Agreement.
- 362 (3) Except as provided in Section 9, above, all written notices or documents, required or permitted under this Agreement to be delivered to Buyer or
363 Seller may be delivered to their respective Agent with the same effect as if delivered to that Buyer or Seller. Upon opening of this transaction with
364 the title company identified at Section 22, above, Buyer, Seller, and their respective Agents, where applicable, shall provide Escrow with their
365 preferred means of notification (e.g. email or text address, facsimile number, or mailing or personal delivery address, or other), which shall serve as
366 the primary location for receipt of all notices or documents (hereinafter, "Contact Location")
- 367 (4) Agent(s) and Firm(s) identified in the Final Agency Acknowledgment Section above are not parties to this Agreement.
- 368 (5) A "business day" shall mean Monday through Friday, except recognized state and federal holidays.
- 369 (6) Unless Seller and Buyer expressly provide otherwise, the phrase "signed and accepted" in the printed text of this Sale Agreement, or any
370 addendum or counteroffer, however designated (collectively, "the Agreement" or "the Sale Agreement"), shall mean the date and time that either
371 the Seller and/or Buyer has/have: (a) Signed their acceptance of the Agreement received from the other party, or their Agents, and (b) Transmitted
372 it to the sending party, or their Agent, either by manual delivery ("Manual Delivery"), or by facsimile or electronic mail/text (collectively, "Electronic
373 Transmission"). When the Agreement is "signed and accepted" as defined herein, the Agreement becomes legally binding on Buyer and Seller, and
374 neither has the ability to withdraw their offer or counteroffer, as the case may be.
- 375 (7) The sending of a signed acceptance of the Agreement via Electronic Transmission from one party, or their Agent, to the other party, or their
376 Agent, shall have the same effect as Manual Delivery of the signed original. If the parties intend to use any other method for transmitting a signed
377 offer or acceptance of the Agreement (such as regular mail, certified mail, or overnight delivery), they should so specify at Section 21 (Additional
378 Provisions) of this Sale Agreement.
- 379 (8) Time calculated in days after the date Buyer and Seller have signed and accepted this Agreement shall start on the first full business day after
380 the date they have signed and accepted it.
- 381 (9) This Agreement is binding upon the heirs, personal representatives, successors and assigns of Buyer and Seller. However, Buyer's rights under
382 this Agreement or in the Property are not assignable without prior written consent of Seller.
- 383 (10) This Agreement may be signed in multiple legible counterparts with the same legal effect as if all parties signed the same document.
- 384 (11) Excepting only the Lead-Based Paint Contingency Period identified in Section 11, unless a different time is specified in the Agreement, all
385 deadlines for performance, however designated, that are measured in business or calendar days, shall terminate as of 5:00 p.m. on the last day of
386 that deadline, however designated.

Buyer Initials ____ / ____ Date ____

Seller Initials ____ / ____ Date ____

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387 **32. UTILITIES:** Seller shall pay all utility bills accrued to date Buyer is entitled to possession. **Buyer shall pay Seller for heating fuel/propane on**
388 **premises, at Seller's supplier's rate on the possession date.** Payment shall be handled between Buyer and Seller outside of Escrow.

389 **33. APPROVED USES:** THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING
390 STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT
391 AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS
392 DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE
393 SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11,
394 CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8,
395 OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD
396 CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A
397 LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR
398 PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING
399 PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS
400 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

401 **34. IRC 1031 EXCHANGE:** In the event Buyer or Seller elects to complete an IRC 1031 exchange in this transaction, the other party agrees to
402 cooperate with them and the accommodator, if any, in a manner necessary to complete the exchange, so long as it will not delay the Close of
403 escrow or cause additional expense or liability to the cooperating party. Unless otherwise provided herein, this provision shall not become a
404 contingency to the Closing of this transaction.

405 **35.1 LEVY OF ADDITIONAL PROPERTY TAXES:** The Property: (check one) is is not specially assessed for property taxes (e.g., farm,
406 forest or other) in a way that may result in levy of additional taxes in the future. If it is specially assessed, Seller represents that the Property is
407 current as to income or other conditions required to preserve its deferred tax status. If, as a result of Buyer's actions or the Closing of this
408 transaction, the Property either is disqualified from special use assessment or loses its deferred property tax status, unless otherwise specifically
409 provided in this Agreement, Buyer shall be responsible for and shall pay when due, any deferred and/or additional taxes and interest that may be
410 levied against the Property and shall hold Seller completely harmless therefrom. However, if as a result of Seller's actions prior to Closing, the
411 Property either is disqualified from its entitlement to special use assessment or loses its deferred property tax status, Buyer may, at Buyer's sole
412 option, promptly terminate this transaction and receive a refund of all deposits paid by Buyer in anticipation of Closing; or Close this transaction and
413 hold Seller responsible to pay into Escrow all deferred and/or additional taxes and interest that may be levied or recaptured against the Property
414 and hold Buyer completely harmless therefrom. The preceding shall not be construed to limit Buyer's or Seller's available remedies or damages
415 arising from a breach of this Section 34.1.

416 **35.2 HISTORIC PROPERTY DESIGNATION:** If the Property is or may be subject to a Historic Property local ordinance or is subject to or may
417 qualify for the Historic Property Special Property Tax Assessment under ORS 358.475 to 358.565, Seller shall provide **OREF-045 Historic**
418 **Property Addendum.**

DISPUTE RESOLUTION

419 **36. FILING OF CLAIMS:** All claims, controversies and disputes between Seller, Buyer, Agents, and/or Firms, arising under this Sale Agreement,
420 including those for rescission (hereinafter collectively referred to as "Claims"), shall be exclusively resolved in accordance with the procedures set
421 forth herein, which shall survive Closing or earlier termination of this transaction. All Claims shall be governed exclusively by Oregon law, and venue
422 shall be placed in the county where the real property is situated. Filing a Claim for arbitration shall be treated the same as filing in court for purposes of
423 meeting any applicable statutes of limitation or statute of ultimate repose, and for purposes of filing a *lis pendens*. BY CONSENTING TO THE
424 PROVISIONS HEREIN, BUYER AND SELLER ACKNOWLEDGE THAT THEY ARE GIVING UP THE CONSTITUTIONAL RIGHT TO HAVE THE CLAIM TRIED BY A
425 JUDGE OR JURY IN STATE OR FEDERAL COURT.

426 **37. EXCLUSIONS:** The following shall not constitute Claims: (1) Any proceeding to enforce or interpret a mortgage, trust deed, land sale contract
427 or recorded construction lien; (2) A forcible entry and detainer action (eviction); (3) If the matter is exclusively between REALTORS® and is
428 otherwise required to be resolved under the Professional Standards Ethics and Arbitration provisions of the National Association of REALTORS®;
429 (4) If the matter relates to a commission or fee with an Agent or Firm, and the written listing, service or fee agreement with Buyer or Seller contains
430 a mandatory mediation and/or arbitration provision; and (5) Filing in court for the issuance of provisional process described under the Oregon Rules
431 of Civil Procedure, provided, however, such filing shall not constitute a waiver of the right or duty to utilize the dispute resolution procedures
432 described herein for the adjudication of any Claims.

433 **38.1 SMALL CLAIMS BETWEEN BUYER AND SELLER:** All Claims between Buyer and Seller that are within the jurisdiction of the Small
434 Claims Court of the county in which the property is located, shall be brought and decided there, in lieu of mediation, arbitration or litigation in any
435 other forum. Notwithstanding ORS 46.455(3), neither Buyer nor Seller shall have a right to request a jury trial and so remove the matter from the
436 Small Claims Department of the Circuit Court. A judgment in Small Claims Court is final and binding and there is no right of appeal.

Buyer Initials ____ / ____ Date ____

Seller Initials ____ / ____ Date ____

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437 **38.2 MEDIATION AND ARBITRATION BETWEEN BUYER AND SELLER:** If Buyer's and/or Seller's Agent is a member of the National
438 Association of REALTORS®, all Claims shall be submitted to mediation in accordance with the procedures of the Home Seller/Home Buyer Dispute
439 Resolution System of the National Association of REALTORS® ("the System"). If an Agent is not a member of the National Association of
440 REALTORS®, or the System is not available through the Agent's Realtor® organization, then all Claims shall be submitted to mediation through the
441 program administered by Arbitration Service of Portland ("ASP"). All Claims that have not been resolved by mediation as described herein shall be
442 submitted to final and binding arbitration in accordance the then-existing rules of ASP. The prevailing party in any arbitration between Buyer and
443 Seller shall be entitled to recovery of all reasonable attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees. Provided,
444 however, a prevailing party shall not be entitled to any award of attorney fees unless it is first established to the satisfaction of the arbitrator(s) (or
445 judge, if applicable) that the prevailing party offered or agreed in writing to participate in mediation prior to, or promptly upon, the filing for
446 arbitration.

447 **38.3 MEDIATION AND ARBITRATION INVOLVING AGENTS/FIRMS:** All Claims that include Agents or their Firms shall be resolved in
448 accordance with the mediation and arbitration process described in Section 38.2 above, and if applicable, the prevailing party shall be entitled to an
449 award of attorney fees, filing fees, cost, disbursements, and mediator and arbitrator fees, as provided therein.

SIGNATURE INSTRUCTIONS

451 **39. OFFER TO PURCHASE:** Buyer offers to purchase the Property upon the terms and conditions set forth in this Agreement. Buyer
452 acknowledges receipt of a completely filled in copy of this Agreement which Buyer has fully read and understands. Buyer acknowledges
453 that Buyer has not relied upon any oral or written statements made by Seller or any Agents that are not expressly contained in this
454 Agreement. Neither Seller nor any Agent(s) warrant the square footage of any structure or the size of any land being purchased. If square
455 footage or land size is a material consideration, all structures and land should be measured by Buyer prior to signing or should be made
456 an express contingency in this Agreement.

457 Deed or contract shall be prepared in the name of _____.

458 **Co-Ownership Note:** Buyer should secure advice from an expert or attorney regarding different forms of co-ownership and rights of survivorship.
459 Agents are not qualified to provide advice on these issues. Once the form of co-ownership is determined, Buyer should promptly notify Escrow.

460 This offer shall automatically expire on (insert date) _____, _____ at _____ a.m. p.m., (the Offer Deadline), if not
461 accepted by that time. Buyer may withdraw this offer before the Offer Deadline any time prior to Seller's transmission of signed acceptance. If
462 Seller accepts this offer after the Offer Deadline, it shall not be binding upon Buyer unless accepted by Buyer in writing within _____ business days
463 (two [2] if not filled in) after the date of Seller's acceptance by so indicating at Section 41.2. This offer may be accepted by Seller only in writing.

464 Buyer _____ Date _____, _____ a.m. _____ p.m. ←

465 Buyer _____ Date _____, _____ a.m. _____ p.m. ←

466 Address _____ Zip _____

467 Phone Home _____ Work _____ E-mail _____ Fax _____

468 This offer was submitted to Seller for signature on the ____ day of _____, _____, at _____ a.m. _____ p.m.

469 By _____ (Agent(s) presenting offer).

470 **40. AGREEMENT TO SELL / ACKNOWLEDGEMENTS / DISPOSITION OF EARNEST MONEY:** Seller accepts Buyer's offer. Seller
471 acknowledges receipt of a completely filled-in copy of this Agreement, which Seller has fully read and understands. Seller acknowledges
472 that Seller has not relied upon any oral or written statements of Buyer or of any Agent(s) that are not expressly contained in this
473 Agreement. Seller instructs that all earnest money distributable to Seller pursuant to Section 25 shall be disbursed as follows after
474 deduction of any title insurance and Escrow cancellation charges: (check one) First to Seller's Agent's Firm to the extent of the
475 agreed commission just as if the transaction had been Closed, with residue to Seller, or _____.

476 Seller _____ Date _____, _____ a.m. _____ p.m. ←

477 Seller _____ Date _____, _____ a.m. _____ p.m. ←

478 Address _____ Zip _____

479 Phone Home _____ Work _____ E-mail _____ Fax _____

Buyer Initials ____ / ____ Date ____

Seller Initials ____ / ____ Date ____



Sale Agreement # _____

480 **41. SELLER'S REJECTION/COUNTER OFFER (select only one):** Seller does not accept the above offer, but makes the attached counter
481 offer.
482 Seller rejects Buyer's offer.

483 Seller _____ Date _____, _____ a.m. _____ p.m. ←

484 Seller _____ Date _____, _____ a.m. _____ p.m. ←

485 Address _____ Zip _____

486 Phone Home _____ Work _____ E-mail _____ Fax _____

487 **42.1 BUYER'S ACKNOWLEDGMENT:** Buyer acknowledges receipt of a copy of Seller's signed response to Buyer's offer at Section 41, above
488 (Note: The date and time of Buyer's signed acknowledgment below is not the moment this Agreement becomes binding upon the parties. See,
489 Section 31 (6), above.)

490 Buyer _____ Date _____, _____ a.m. _____ p.m. ←

491 Buyer _____ Date _____, _____ a.m. _____ p.m. ←

492 **42.2 SELLER'S LATE ACCEPTANCE:** If Seller signed where indicated at Section 40 accepting Buyer's offer, but transmitted it to Buyer or Buyer's
493 Agent after the Offer Deadline identified at Section 39, above, Buyer (*select only one*) agrees does not agree, to be bound thereby. **(The**
494 **failure to check either box shall constitute rejection of Seller's acceptance after the Offer Deadline.)** If Buyer checks the box agreeing to be
495 bound by Seller's late acceptance occurring after the Offer Deadline, this Sale Agreement shall become binding on all parties only when Buyer(s)
496 has/have signed below and transmitted it to Seller or Seller's Agent.

497 Buyer _____ Date _____, _____ a.m. _____ p.m. ←

498 Buyer _____ Date _____, _____ a.m. _____ p.m. ←

499 If Buyer checked the box and signed where indicated in this Section 42.2, agreeing to be bound by Seller's late acceptance of Buyer's offer, Buyer
500 or Buyer's Agent must complete the information below and thereafter promptly transmit this Agreement to Seller or Seller's Agent:

501 **Enter Date, Time, and Method of Transmission of Buyer's Acceptance:** _____;

502 **Enter Identity of Sender:** _____

503 **NO CHANGES OR ALTERATIONS ARE PERMITTED TO ANY PORTION OF THE PRE-PRINTED FORMAT OR TEXT OF THIS FORM. ANY**
504 **SUCH PROPOSED CHANGES OR ALTERATIONS SHOULD BE MADE ON A SEPARATE DOCUMENT. CHANGES BY BUYER'S OR**
505 **SELLER'S AGENT TO THE TERMS OR PROVISIONS ABOVE BUYER'S SIGNATURE SHOULD ALSO BE ON A SEPARATE DOCUMENT.**

Buyer Initials ____ / ____ Date ____

Seller Initials ____ / ____ Date ____