

SELLER'S FEE AGREEMENT

1 **THE PARTIES:** This Fee Agreement is entered into between _____ ("Seller") and
 2 (identify real estate agent and associated company): _____ and _____
 3 (collectively, "Agent") and shall become effective on the date it is signed by all parties.

4 **THE PROPERTY:** Situated in the State of Oregon, County of _____, and commonly known or identified as (insert street address,
 5 city, zip code, tax identification number, and/or lot-block description, etc.) _____
 6 _____ (the "Property")

7 Seller and agent agree as follows:

8 **1. NO AGENCY RELATIONSHIP:** Seller and Agent agree Agent is not and will not act as Seller's agent or otherwise act on Seller's behalf in
 9 regards to the advertising, marketing, or sale of Seller's Property. Seller understands and agrees in all matters involving the Property; Agent
 10 represents only the Buyer identified below. In the event Seller desires to obtain any advice, information, or representation regarding the Property,
 11 Seller is free at any time to do so through one or more other persons of Seller's choice. Seller understands as Buyer's exclusive agent, Agent will
 12 act solely in the best interests of Buyer, subject to those affirmative legal obligations owed to Seller, including honesty and good faith, as may be
 13 imposed under Oregon law. Seller understands while Agent may participate or assist in the preparation of transactional documents relating to the
 14 Property, including a Real Estate Sale Agreement (the "Sale Agreement") in order to close a transaction with Seller, Agent is doing so for the
 15 exclusive benefit of Buyer and will not provide advice or counsel to Seller on the matter.

16 **2. AGREEMENT TO SELL DURING THE COMPENSATION PERIOD:** If Seller enters into a written Sale Agreement with _____
 17 _____, ("Buyer") during the period commencing on _____ and ending on _____
 18 (the "Compensation Period") Seller agrees to pay at the time of closing, the compensation described in Section 3 below.

19 **3. COMPENSATION:** In accordance with Section 2 above, Seller will pay Principal Broker the following (check one):
 20 _____ percent of the Sale Price identified in the final Sale Agreement, or a flat fee in the amount of \$ _____.

21 This right of compensation shall also apply if, prior to closing, Buyer transfers or assigns Buyer's rights under the Sale Agreement to a third party
 22 approved by Seller.

23 **4. SELLER COMPLIANCE WITH LAWS:** Seller agrees to comply with all applicable federal, state, and local laws and regulations regarding the
 24 sale of the Property and to hold Agent harmless therefrom. If the sale involves residential property and Seller or Property are not otherwise exempt,
 25 Seller will promptly provide Buyer with a current Oregon form of Seller's Property Disclosure Statement and the Federal lead-based paint
 26 information as required by law. In addition, Seller agrees to comply with all federal, state, and local Fair Housing Laws and hold Broker harmless
 27 therefrom.

28 **5. TERMS OF SALE AGREEMENT:** To the extent not otherwise inconsistent herein, Seller agrees in the event Seller enters into a Sale
 29 Agreement with Buyer during the Compensation Period, this Fee Agreement shall be incorporated into and become a part of that Sale Agreement
 30 for all purposes, including dispute resolution.

31 **6. ADDITIONAL TERMS:** _____
 32 _____
 33 _____

34 **7. ENTIRE AGREEMENT.** This Fee Agreement constitutes the entire agreement between Seller and Principal Broker and supersedes all prior
 35 written agreements between them. This Fee Agreement may be modified or amended only in writing, signed by Seller and Principal Broker.

36 Seller _____ Date _____ a.m. _____ p.m. ←

37 Seller _____ Date _____ a.m. _____ p.m. ←

38 Seller Phone Number _____ Seller Email Address _____

39 Buyer's Agent _____ Buyer's Agent Firm _____ Date _____ a.m. _____ p.m. ←

40 Buyer's Agent Phone Number _____ Buyer's Agent Email Address _____