

BUYER'S INSTRUCTIONS REGARDING TRANSFERRING FUNDS OUT OF STATE

1 Buyer(s) _____
 2 Seller(s) _____
 3 Property Address or Tax ID # _____
 4 _____ (the "Property")

5 **1. GENERAL:** Oregon real estate licensing and escrow laws generally provide as follows:
 6 (a) If a trust account is maintained by an Oregon real estate brokerage, all funds must be held by a bank with a main or branch office located in Oregon;
 7 (b) All funds deposited into an escrow trust account must be in a bank authorized to do business in the state of Oregon; and
 8 (c) In the event of a dispute between sellers and buyers over an earnest money deposit, if the money is located in an Oregon brokerage's trust account,
 9 under certain conditions, the managing principal broker may – though is not required to – disburse the funds to one party or the other. If the funds have
 10 been deposited in a trust account by an Oregon escrow company, it will not be disbursed unless all parties, a court of law, or an arbitrator's decision,
 11 authorize it.

12 **2. BANK-OWNED REO PROPERTY:** Some banks selling real property they have previously foreclosed or taken back in lieu of foreclosure (known
 13 as "Real Estate Owned" or "REO" property) require prior to Closing, the Buyer's earnest money deposit (hereinafter "Funds") be sent to an out-of-
 14 state person, escrow, or institution (hereinafter "Out-of-State Entity"). However, with instructions from Seller and Buyer, an Oregon-licensed escrow
 15 may send your Funds to an Out-of-State Entity. If no Oregon escrow has been established, with their mutual consent, Seller and/or Buyer may
 16 personally send Funds to an Out-of-State Entity or designate a third party (other than an Oregon real estate agent or their company) to do so. But
 17 before doing so, Seller and Buyer should be fully informed of the risk.

18 **3. WARNING REGARDING SENDING EARNEST MONEY FUNDS OUT-OF-STATE PRIOR TO CLOSING:** If Funds from an Oregon real estate
 19 transaction are held by an out-of-state Entity, it may be difficult or impossible for the Buyer to secure a timely return of those Funds to Oregon if a
 20 dispute should arise over their ownership or distribution.

21 **4. ACKNOWLEDGMENT AND RELEASE:** I have read the above information and agree to assume the entire risk of loss to, or loss of control over,
 22 the Funds identified below, should a dispute arise regarding disbursement or ownership of the Funds. I understand and acknowledge the following:

- 23 (a) My real estate agents, their companies, and our Oregon escrow and its personnel, if any, are not experts in the escrow and trust accounting
 24 laws of other states;
- 25 (b) I have not been advised or counseled by my agent(s), their companies, or escrow personnel to send the Funds outside of Oregon prior to
 26 Closing, and am doing so of my own free will;
- 27 (c) Said agents, companies, escrow, and their personnel, if any, shall not be liable for any loss or damage arising as a result of my independent
 28 decision and instruction to permit the transmittal of my Funds to an out-of-state Entity; and
- 29 (d) Before making any final decision regarding disposition of the Funds, I acknowledge I have been advised to secure competent legal advice
 30 regarding the applicable licensing and escrow laws of Oregon and the state to which my Funds may be sent, transferred, or deposited.

31 **5. INSTRUCTIONS REGARDING SENDING EARNEST MONEY FUNDS OUT-OF-STATE PRIOR TO CLOSING:** By my signature below, I
 32 instruct the following Oregon Escrow Company (insert name) _____ to send, transmit and/or deposit (insert amount)
 33 \$ _____ (the "Funds") to/with the following Out-of-State Entity (Insert name and address): _____
 34 _____.

35 **ACKNOWLEDGMENT:** The undersigned Buyer(s) acknowledge they (a) have read and understand this Advisory and (b) have been provided with a
 36 copy for their own files. This Advisory and instructions should be signed by Buyer(s) when Seller requests in writing some or all earnest money funds
 37 be transferred outside the state of Oregon prior to Closing.

38 Buyer Signature _____ Date _____ a.m. ____ p.m. ←
 39 Buyer Signature _____ Date _____ a.m. ____ p.m. ←