

**SELLER'S FEE AGREEMENT**

1 **THE PARTIES:** This Fee Agreement is entered into between \_\_\_\_\_ ("Seller")  
 2 and (*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 Agreement  
 29 with Buyer during the Compensation Period, this Fee Agreement shall be incorporated into and become a part of that Sale Agreement for all  
 30 purposes, including dispute resolution.

31 **6. ADDITIONAL TERMS:**  
 32 \_\_\_\_\_  
 33 \_\_\_\_\_  
 34 \_\_\_\_\_

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

**SELLER AND BROKER ACKNOWLEDGEMENT**

37 Seller Signature \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←  
 38 Seller Signature \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←  
 39 Seller Phone Number \_\_\_\_\_ Seller Email Address \_\_\_\_\_  
 40 Buyer's Agent Signature \_\_\_\_\_ Buyer's Agent Firm \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←  
 41 Buyer's Agent Phone Number \_\_\_\_\_ Buyer's Agent Email Address \_\_\_\_\_