

MANUFACTURED HOME SALE AGREEMENT (WITHOUT LAND)

ACKNOWLEDGMENT OF AGENCY RELATIONSHIPS

1 Buyer and Seller acknowledge that this transaction is for the purchase and sale of a manufactured structure only, which is not real property. The
 2 agents involved in this transaction are not required to be licensed to sell manufactured structures without land, although their firms are required to
 3 have a license and, if the agent works from a branch office, a sublicense, issued by the Oregon Department of Consumer and Business Services
 4 (DCBS). Buyer and Seller acknowledge and consent to the following agency relationships in this transaction:

5 Buyer's Agent(s)*: _____
 6 is/are the agent of (select one): Buyer exclusively Both Buyer and Seller
 7 Name of Real Estate Firm(s)*: _____ DCBS License/Sublicense #: _____
 8 Buyer's Agent's Office Address: _____
 9 Phone #1: _____ Phone #2: _____ E-mail: _____

10 Seller's Agent(s)*: _____
 11 is/are the agent of (select one): Seller exclusively Both Buyer and Seller
 12 Name of Real Estate Firm(s)*: _____ DCBS License/Sublicense #: _____
 13 Seller's Agent's Office Address: _____
 14 Phone #1: _____ Phone #2: _____ E-mail: _____

15 *If Buyer's and/or Seller's Agents and/or Firms are co-selling or co-listing in this transaction, all Agent and Firm names should be disclosed above or
 16 in an attached OREF 002 – Addendum to Real Estate Sale Agreement.

17 Buyer will sign this acknowledgment at the time of signing this Agreement before submission to Seller. Seller will sign this acknowledgment at the
 18 time this Agreement is first submitted to Seller, even if this Agreement will be rejected or a counteroffer will be made. Seller's signature to this
 19 Acknowledgment will not constitute acceptance of this Agreement or any terms herein.

20 Buyer _____ Print _____ Date _____ ←
 21 Buyer _____ Print _____ Date _____ ←
 22 Seller _____ Print _____ Date _____ ←
 23 Seller _____ Print _____ Date _____ ←

GENERAL TERMS

24 This Agreement is intended to be a legal and binding contract. If it is not understood, seek competent legal advice before signing. For an explanation
 25 of the printed terms and provisions in this form, Seller and Buyer are encouraged to closely review Section 33 (Definitions) and Section 34
 26 (Miscellaneous). No changes or alterations are permitted to any portion of the pre-printed format or text of this form. Any such proposed changes or
 27 alterations must be made on a separate document.

28 **1. PARTIES/PRICE/PROPERTY DESCRIPTION:** Buyer _____
 29 _____
 30 offers to purchase from Seller _____
 31 _____
 32 the following described manufactured structure (hereinafter "the Property") situated in the State of Oregon, County of _____
 33 located at _____, Space # _____,
 34 City _____, Manufacturer _____,
 35 Registration # _____, Serial # _____
 36 together with Seller's tenancy rights to the space where the manufactured structure is located.
 37 for the Purchase Price (in U.S. currency) of A \$ _____
 38 on the following terms: as earnest money, the sum of (the "Deposit")..... B \$ _____
 39 on _____, as additional earnest money, the sum of (the "Additional Deposit") C \$ _____
 40 at or before Closing, the balance of down payment..... D \$ _____
 41 at Closing and upon delivery of Manufactured **Homeowners Document Application**, the balance of the Purchase Price..... E \$ _____
 42 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 _____

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43 **2. FIXTURES/CONTROLS/KEYS:** All fixtures and essential related equipment (for example, remote controls and keys related to Property including
 44 mailbox, outbuildings, etc.) are to be left upon the Property. Fixtures shall include but not be limited to built-in appliances, attached floor coverings,
 45 drapery and curtain rods, window and door screens, storm doors and windows, system fixtures (plumbing, ventilating, cooling and heating), water
 46 heaters, attached electric light and bathroom fixtures, light bulbs, fluorescent lamps, window blinds, and awnings, except: _____
 47 _____

48 *(Note: fences; planted shrubs, plants, trees, etc. may be owned by the landowner.)*

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

FINANCING

52 **4. BALANCE OF PURCHASE PRICE:** Buyer represents that Buyer has liquid and available funds for the Deposit and down payment, and if an all-
 53 cash transaction, the full Purchase Price, sufficient to Close this transaction and is not relying on any contingent source of funds (for example, from
 54 loans, gifts, sale or closing of other property, 401(k) disbursements, etc.), except as follows *(describe)*: _____
 55 _____

56 This transaction is not is contingent upon Buyer obtaining funds from a contingent source. If the transaction is contingent upon Buyer obtaining
 57 funds from a contingent source, and if Buyer determines that the contingent funds will not be available at Closing, Buyer will promptly Notify Seller,
 58 and the parties will have ____ Business Days (two [2] if not filled in) following the date of Buyer's notice to Seller to either:

59 (a) terminate this transaction by signing an OREF 057 – Termination Agreement and terminate escrow by signing a similar agreement if required
 60 by Escrow; or

61 (b) reach a written agreement on price and terms that will permit this transaction to continue.

62 Seller and Buyer are not required under the preceding provision (b) to reach an agreement. If (a) or (b) fail to occur within the time period identifies
 63 in this Section 4 (Balance of Purchase Price), this transaction will be automatically terminated, and all Deposits will be promptly refunded to Buyer.
 64 Buyer understands that on termination of this transaction, Seller will have the right to place the Property back on the market for sale at any price and
 65 terms as Seller determines, in Seller's sole discretion.

66 *(Select A or B)*

67 **A. This is an all-cash transaction.** Buyer will provide verification ("Verification") of readily available funds as follows *(select only one)*:

- 68 Buyer has attached the Verification to this Agreement.
- 69 Buyer will provide Seller with the Verification within ____ Business Days (three [3] if not filled in) after the Effective Date;
- 70 Other *(describe)*: _____

71 If the Verification is not attached to this Agreement, Seller may Notify Buyer, in writing, of Seller's unconditional disapproval of the Verification within
 72 ____ Business Days (two [2] if not filled in) ("Disapproval Period") following its receipt by Seller. Provided, however, such disapproval must be
 73 objectively reasonable. Upon such disapproval, all Deposits will be promptly refunded to Buyer and this transaction will be terminated.

74 If Seller fails to provide Buyer with written unconditional disapproval of the Verification by 5:00 p.m. of the last day of the Disapproval Period, Seller
 75 will be deemed to have approved the Verification. If Buyer fails to submit a Verification within a time frame selected above, unless the parties agree
 76 otherwise in writing, all Deposits will be promptly refunded, and this transaction will be terminated.

77 **B. The Balance of the Purchase Price will be financed through one of the following loan programs *(select only one)*:**

- 78 Conventional;
- 79 FHA;
- 80 Federal VA (Seller will will not agree to pay Buyer's non-allowable VA fees);
- 81 If FHA or Federal VA is selected, Buyer has attached OREF 097 – VA/FHA Amendatory Clause and Real Estate Certification to this
 82 Agreement.
- 83 Other *(describe)*: _____

Buyer Initials ____ / ____ Date _____

Seller Initials ____ / ____ Date _____

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84 Buyer agrees to seek financing through a lending institution or mortgage broker (collectively, "Lender") participating in the loan program
85 selected above.

86 **Pre-Approval Letter.**

- 87 Buyer has attached a pre-approval letter from Buyer's Lender (a "Pre-approval Letter") to this Agreement;
88 Buyer will provide Seller with the Pre-approval Letter within ____ Business Days (three [3] if not filled in) after the Effective Date;
89 Other (*describe*): _____

90 **5.1 FINANCING CONTINGENCIES** If Buyer is financing any portion of the Purchase Price (the "Loan"), then this transaction is subject to the following
91 contingencies (the "Financing Contingencies"): (1) Buyer and the Property will qualify for the Loan from Lender; (2) Lender's appraisal will not be less
92 than the Purchase Price; (3) Buyer obtains the Loan from Lender, unless failure to obtain the Loan is due to the fault of Buyer; and, (4) Other
93 (*describe*): _____
94 _____

95 Except as provided in this Agreement, all Financing Contingencies are solely for Buyer's benefit and may be waived by Buyer in writing at any time.

96 **5.2 FAILURE OF FINANCING CONTINGENCIES:** If Buyer receives actual notification from Lender that any Financing Contingencies have failed or
97 otherwise cannot occur, Buyer will promptly notify Seller, and the parties will have ____ Business Days (two [2] if not filled in) following the date of
98 Buyer's Notice to Seller to either:

99 (a) terminate this transaction by signing an OREF 057 – Termination Agreement and terminate escrow by signing a similar agreement if required
100 by Escrow; or

101 (b) reach a written agreement on price and terms that will permit this transaction to continue.

102 Seller and Buyer are not required under the preceding provision (b) to reach an agreement. If (a) or (b) fail to occur within the time period identified
103 in Section 5.2 (Failure of Financing Contingencies), this transaction will be automatically terminated, and all Deposits will be promptly refunded to
104 Buyer. Buyer understands that on termination of this transaction, Seller will have the right to place the Property back on the market for sale at any
105 price and terms as Seller determines, in Seller's sole discretion.

106 **5.3 BUYER'S OBLIGATION REGARDING FINANCING** Buyer represents to and agrees with Seller as follows:

107 (1) Not later than ____ Business Days (three [3] if not filled in) following the Effective Date, Buyer will submit to the Lender who provided the
108 Pre-approval Letter a completed loan application for purchase of the Property. A "completed loan application" will include the following
109 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
110 value of the Property, and (vi) the loan amount sought.

111 (2) If Buyer is satisfied with the Loan Estimate offered by Buyer's Lender, Buyer will so notify Lender within ____ Business Days (three [3] if not
112 filled in – but not to exceed ten [10]) following Buyer's receipt of Lender's Loan Estimate. At Seller's request, Buyer will promptly notify Seller of
113 the date of Buyer's signed notice of intent to proceed with the Loan.

114 (3) Buyer will thereafter complete all paperwork requested by the Lender, including payment of all application, appraisal, and processing fees,
115 to obtain the Loan.

116 (4) Buyer will not replace the Lender or loan program selected in Section 4.B. without Seller's written consent, which may be withheld in Seller's
117 sole discretion.

118 (5) Following submission of Buyer's loan application, Buyer will keep Seller promptly informed of all material non-confidential developments
119 regarding Buyer's financing and the time of Closing.

120 (6) Buyer will authorize the Lender to order the appraisal of the Property before expiration of the Inspection Period (defined at Section 10
121 (Property Inspections), or Section 1 of the OREF 058 – Professional Inspection Addendum if applicable).

122 (7) Buyer authorizes Buyer's Lender to provide non-confidential information to Buyer's and Seller's Agents regarding Buyer's loan application
123 status.

124 **6. SELLER-CARRIED FINANCING:** If the Seller is financing all or a portion of the Purchase Price through a land sale contract, promissory note and
125 trust deed/mortgage, option, or lease-to-own agreement (a "Seller-carried Transaction"), Buyer and Seller are advised to review the OREF 032 –
126 Advisory Regarding Seller-Carried Transactions. Buyer and Seller agree to (*select only one*):

Buyer Initials ____ / ____ Date _____

Seller Initials ____ / ____ Date _____

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- 127 Use the OREF 033 – Seller-Carried Transaction Addendum and related forms; or
128 Secure a mortgage loan originator (“MLO”) or legal counsel to negotiate and draft the necessary documents.

129 Regardless of the option selected above, Seller and Buyer agree to reach a signed written agreement specifying the terms and conditions of such
130 financing (for example, the down payment, interest rate, amortization, term, payment dates, late fees, and balloon dates) within ____ Business Days
131 (ten [10] if not filled in) after the Effective Date (“Negotiation of Terms Period”). If Buyer and Seller fail to reach agreement by 5:00 p.m. on the last
132 day of the Negotiation of Terms Period, all Deposits will be refunded to Buyer and this transaction will be automatically terminated. Oregon law
133 requires, unless exempted, that individuals offering or negotiating the terms must be an Oregon-licensed attorney or hold an MLO license. Your real
134 estate agent is not qualified to provide these services or to advise you in this regard. Legal advice is strongly recommended.

135 **7.1 PROPERTY AND CASUALTY INSURANCE:** Buyer is encouraged to promptly verify the availability and cost of property and casualty insurance
136 that will be secured for the Property. Additionally, Lender may require proof of that insurance as a condition of a new loan.

137 **7.2 FLOOD INSURANCE:** If the Property is located in a designated flood zone, flood insurance may be required as a condition of a new loan. Buyer
138 is encouraged to promptly verify the need, availability, and cost of flood insurance, if applicable. An Elevation Certificate (“EC”) is the document used
139 by the National Flood Insurance Program to determine the difference in elevation between a home or building and the elevation to which floodwater
140 is anticipated to rise during certain floods. The flood insurance premium for a particular property is based on the EC. Whether a property in a flood
141 zone requires an EC depends on when it was constructed. An EC must be prepared and certified by a land surveyor, engineer, or architect who is
142 authorized by the local jurisdiction to certify elevation information. The costs and fees for an EC may range from a few hundred dollars to over a
143 thousand.

144 If the Property requires an EC, it will need to be obtained prior to receiving a flood insurance quote. Additionally, a lender may require an EC as a
145 condition of loan approval. For more information, go to www.fema.gov.

146 **8. ADDITIONAL FINANCING PROVISIONS** (for example, closing costs): _____
147 _____
148 _____

CONTINGENCIES

149 **9.1 PARK APPROVAL:** If Buyer is to become a tenant in a manufactured structure park where the subject manufactured structure is presently
150 located, this sale is contingent upon Buyer obtaining written approval as tenant within ten (10) business days of Effective Date. Buyer shall make
151 application for approval within ____ Business Days (three [3] if not filled in) of the Effective Date. If Seller is the Park Owner, Seller shall respond to
152 Buyer’s application within ____ days (five [5] if not filled in). Upon approval, Buyer shall make immediate application for such tenancy with the park
153 management, sign all necessary documents, pay all required costs, and exert Buyer’s best efforts to obtain such tenancy.

154 **9.2 BUYER’S APPROVAL OF PARK RULES AND REGULATIONS:** Buyer will have ____ Business Days (five [5] if not filled in) from the date of
155 delivery (“Review Period”) to review the rules and regulations of the park in which the Property is located (“Park Rules and Regulations”). If Buyer
156 fails to deliver to Seller OREF 064 – Notice of Buyer’s Unconditional Disapproval, indicating Buyer’s disapproval of the Park Rules and Regulations
157 by 5:00 p.m. on the last day of the Review Period, Buyer will be deemed to have approved the Park Rules and Regulations. Upon delivery of OREF
158 064 – Notice of Buyer’s Unconditional Disapproval to Seller, all earnest money deposits will be promptly refunded to Buyer, and this transaction will
159 be terminated.

160 **10. PROPERTY INSPECTIONS:** Buyer understands it is advisable to have complete inspections of the Property by qualified licensed professionals
161 relating to such matters as structural condition, soil condition/compaction/stability, survey, zoning, operating systems, suitability for Buyer’s intended
162 purpose, and environmental issues. The following list identifies some, but not all, environmental issues found in and around many properties that may
163 affect health: asbestos, carbon monoxide, electric and magnetic fields, formaldehyde, lead and other contaminants in drinking water and well water,
164 lead-based paint, mold and mildew, radon, and leaking underground storage tanks. If Buyer has any concerns about these conditions or others,
165 Buyer is encouraged to secure the services of a licensed professional inspector, consultant, or health expert, for information and guidance. Neither
166 Buyer’s nor Seller’s Agent are qualified to conduct such inspections and will not be responsible to do so. For further details, Buyer is encouraged to
167 review the website of the Oregon Public Health Division at www.public.health.oregon.gov.

Buyer Initials ____ / ____ Date _____

Seller Initials ____ / ____ Date _____

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168 Select only one box below:

169 **Licensed Professional Inspections:** At Buyer's expense, Buyer may have the Property inspected by one or more licensed professionals
170 of Buyer's choice. Buyer must specifically identify in this Agreement any desired invasive inspections that may include testing or removal of any
171 portion of the Property (for example, radon and mold).

172 Identify Invasive Inspections: _____

173 Buyer will restore the Property following any inspections or tests performed by Buyer or on Buyer's behalf. Buyer will have _____ Business Days
174 (ten [10] if not filled in) after the Effective Date (the "Inspection Period"), in which to complete all inspections and negotiations with Seller regarding
175 any matters disclosed in any inspection report. Buyer will not provide all or any portion of the inspection reports to Seller unless requested by
176 Seller; but if Seller requests all or a portion of a report during this transaction or within thirty (30) days following termination, Buyer will promptly
177 comply.

178 Seller will not be required to modify any terms of this Agreement. Unless a written agreement has already been reached with Seller regarding
179 Buyer's requested repairs, Buyer may give Notice to Seller, using OREF 064 – Notice of Buyer's Unconditional Disapproval, at any time during
180 the Inspection Period, of Buyer's unconditional disapproval of the Property based on any inspection report, in which case all Deposits will be
181 promptly refunded and this transaction will be terminated. If Buyer fails to provide Seller with written unconditional disapproval of any inspection
182 report(s) by 5:00 p.m. of the final day of the Inspection Period, Buyer will be deemed to have accepted the condition of the Property. If prior to
183 expiration of the Inspection Period, written agreement is reached with Seller regarding Buyer's requested repairs, the Inspection Period will
184 automatically terminate unless the parties agree otherwise in writing.

185 **Alternative Inspection Procedures:** Buyer has attached OREF 058 – Professional Inspection Addendum to this Agreement.

186 **Buyer's Waiver of Inspection Contingency:** Buyer represents to Seller and all Agents and Firms that Buyer is fully satisfied with the
187 condition of the Property and all elements and systems thereof and knowingly and voluntarily elects to waive the right to have any inspections
188 performed as a contingency to the Closing of the transaction. At Buyer's expense, Buyer may have the Property inspected by one or more
189 licensed professionals of Buyer's choice for informational purposes only. Buyer must specifically identify in this Agreement any desired invasive
190 inspections that may include testing or removal of any portion of the Property (for example, radon and mold).

191 Identify Invasive Inspections: _____

192 Buyer will restore the Property following any inspections or tests performed by Buyer or on Buyer's behalf. Buyer will have _____ Business Days
193 (ten [10] if not filled in) after the Effective Date in which to complete all inspections.

194 **Buyer's Waiver of Inspections and Inspection Contingency:** Buyer represents to Seller and all Agents and Firms that Buyer is fully
195 satisfied with the condition of the Property and all elements and systems thereof and knowingly and voluntarily elects to waive the inspection
196 contingency and the right to have any inspections. Buyer's waivers are solely Buyer's decision and at Buyer's own risk.

197 **Other Inspection Addendum:** _____

198 The selection above does not apply to OREF 081 – Septic/Onsite Sewage System or OREF 082 – Private Well Addendum if attached.

199 **11.1 PRIVATE WELL:** Does the Property include a well that supplies or is intended to supply domestic water for household use? Yes No
200 If Yes, Buyer has attached OREF 082 – Private Well Addendum to this Agreement.

201 **11.2 SEPTIC/ONSITE SEWAGE SYSTEM:** Does the Property include a septic/onsite sewage system? Yes No
202 If Yes, Buyer has attached OREF 081 – Septic/Onsite Sewage System Addendum to this Agreement.

203 **12. LEAD-BASED PAINT CONTINGENCY PERIOD:** If the Property was constructed before 1978, then on or promptly after the Effective Date (the
204 "Date of Delivery"), Seller will deliver to Buyer OREF 021 – Lead-Based Paint Disclosure Addendum (the "Disclosure Addendum"), together with the
205 EPA Pamphlet entitled "Protect Your Family From Lead in Your Home." Unless waived by Buyer in writing in the Disclosure Addendum, Buyer will
206 have ten (10) calendar days (or other mutually agreed on period) commencing on the day following the Date of Delivery, within which to conduct a
207 lead-based paint assessment or inspection (the "LBP Contingency Period"). Buyer may unconditionally cancel this transaction by written Notice to
208 Seller ("Notice of Cancellation") transmitted at any time before midnight on the last day of the LBP Contingency Period. In that case, Buyer will receive
209 a prompt refund of all Deposits. If requested by Seller, Buyer will deliver to Seller a copy of written reports or evaluations, if any, with the Notice of
210 Cancellation.

Buyer Initials _____ / _____ Date _____

Seller Initials _____ / _____ Date _____

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211 Buyer's failure to deliver to Seller the Notice of Cancellation on or before midnight on the last day of the LBP Contingency Period will constitute
212 acceptance of the condition of the Property as it relates to the presence of lead-based paint or lead-based paint hazards, and the LBP Contingency
213 Period will automatically expire.

214 **13. PROPERTY DISCLOSURE LAW:** This transaction is not subject to Oregon's Property Disclosure Law pursuant to ORS 105.465.

CONDITIONS AND COMPONENTS OF THE PROPERTY

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

217 (1) The primary dwelling is connected to (select all that apply):

- 218 A public sewer system
- 219 An on-site sewage system
- 220 A public water system
- 221 A private well
- 222 Other (for example, surface springs, cistern, etc.): _____

223 (2) Seller has no knowledge of any hazardous substances in or about the Property other than substances (if any) contained in appliances and
224 equipment. Buyer acknowledges asbestos commonly exists in insulation, ceilings, floor coverings, and other areas in residential housing and
225 may exist in the Property.

226 (3) Seller knows of no material defects in or about the Property.

227 (4) All electrical wiring, heating, cooling, plumbing, irrigation equipment and systems, and the balance of the Property, including the yard, will
228 be in substantially their present condition at the time Buyer is entitled to possession.

229 (5) Seller has no notice of any liens or assessments to be levied against the Property.

230 (6) Seller has no notice from any governmental agency of any violation of law relating to the Property.

231 (7) Seller knows of no material discrepancies between visible lines of possession and use (such as existing fences, hedges, landscaping,
232 structures, driveways, and other such improvements) currently existing on the Property and the legal description of the Property.

233 (8) The Property is and will remain fully insured by Seller through Closing.

234 Seller agrees to promptly Notify Buyer if, prior to Closing, Seller receives actual notice of any event or condition that could result in making any
235 previously disclosed material information relating to the Property substantially misleading or incorrect.

236 These representations are made to the best of Seller's knowledge. Seller may have made no investigations. Exceptions to items (1) through (8) are:
237 _____ (For more exceptions see Addendum _____).

238 Buyer acknowledges the above representations are not warranties regarding the condition of the Property and are not a substitute for, nor in lieu of,
239 Buyer's own responsibility to conduct a thorough and complete independent investigation, including the use of professionals, where appropriate,
240 regarding all material matters bearing on the condition of the Property, its value and its suitability for Buyer's intended use. Neither Buyer's nor Seller's
241 Agents will be responsible for conducting any inspection or investigation of any aspect of the Property.

242 **15. "AS-IS":** Except for Seller's agreements and representations in this Agreement or in the Seller's Property Disclosure Statement, if any, Buyer is
243 purchasing the Property "AS-IS," in its present condition and with all defects, apparent or not apparent. This provision will not be construed to limit
244 Buyer's right to implied new home warranties, if any, that may otherwise exist under Oregon law.

245 **16. APPROVED USES:** THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT
246 PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES,
247 MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST
248 PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON
249 TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO
250 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009,
251 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON

Buyer Initials ____ / ____ Date _____

Seller Initials ____ / ____ Date _____

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252 ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO
 253 VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR
 254 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR
 255 STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND
 256 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON
 257 LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

258 **17. ALARM SYSTEM:** None Owned Leased Unknown
 259 If Leased, Buyer will will not assume the lease at Closing.

260 **18. SMOKE/CARBON MONOXIDE DETECTORS:** Within ____ Business Days (ten [10] if not filled in) after the Effective Date, the dwelling will have
 261 one or more operating smoke alarms, smoke detectors, and carbon monoxide detectors installed as required by law. Refer to ORS 479.260 for smoke
 262 alarms and smoke detectors and ORS 476.725 for carbon monoxide alarms.

263 **19. SMART HOME FEATURES:** Does the Property contain any "Smart Home" features? Yes No Unknown
 264 If Yes, Seller will identify all Smart Home features in writing within three Business Days after the Effective Date. In addition, Seller will provide all
 265 necessary information for Buyer to access the Smart Home features at Closing, unless otherwise agreed in writing.

266 **20. WOODSTOVE/WOOD-BURNING FIREPLACE INSERT:**
 267 Does the Property contain a woodstove or wood-burning fireplace insert? Yes No
 268 If "Yes," Seller will promptly provide Buyer with OREF 046 – Woodstove/Wood Burning Fireplace Insert Addendum.

269 **21. SOLAR PANEL SYSTEM:** Does the Property contain solar panels? Yes No
 270 If Yes, Seller will promptly provide Buyer with OREF 105 – Solar Panel System Addendum.

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

274 **23. ADDITIONAL PROVISIONS:** _____
 275 _____
 276 _____
 277 _____ For additional provisions, see Addendum _____

ESCROW/CLOSING

278 **24. ESCROW:** This transaction will be Closed at _____ ("Escrow"), a neutral escrow
 279 company licensed and located in the state of Oregon. Costs of Escrow will be shared equally between Buyer and Seller unless specifically prohibited
 280 by the U.S. Department of Veterans Affairs (Federal VA). Seller authorizes Escrow to pay out of the cash proceeds of sale the expense of Seller's
 281 filing fees, Seller's Closing costs and any liens and encumbrances on the Property payable by Seller on or before Closing. Buyer will deposit with
 282 Escrow sufficient funds necessary to pay Buyer's transfer fees, Buyer's Closing costs, and Lender's fees if any. Real estate fees, commissions or
 283 other compensation for professional real estate services provided by Buyer's or Seller's Agents' Firms will be paid at Closing in accordance with the
 284 listing agreement, buyer representation agreement, or other written agreement for compensation.

285 **25. PRORATIONS:** Rents, current year's taxes, interest on assumed obligations, and other prepaid expenses attributable to the Property will be
 286 prorated as of (select one): the Closing Date; the date Buyer is entitled to possession.

287 **26. UTILITIES:** Seller will pay all utility bills accrued to the date Buyer is entitled to possession. Buyer will pay Seller for heating fuel/propane on the
 288 Property on the date Buyer is entitled to possession, at Seller's supplier's rate. Payment will be handled between Buyer and Seller outside of Escrow.
 289 Seller will not terminate or disconnect electric, gas, heating fuel/propane, or water utilities prior to the date Buyer is entitled to possession unless the
 290 parties agree otherwise in writing.

291 **27. EARNEST MONEY DEPOSIT(S):** When this Sale Agreement is Signed and Delivered by Buyer and Seller, the following instructions will apply
 292 to the handling of the Deposit.

293 The Deposit will be payable and deposited within ____ Business Days (three [3] if not filled in) after the Effective Date (the "Deposit Deadline") as
 294 follows (select all that apply):

Buyer Initials ____ / ____ Date _____

Seller Initials ____ / ____ Date _____

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- 295 Directly with Escrow;
- 296 Directly into Buyer's Agent's Firm's client trust account and remain there until disbursement at Closing;
- 297 Directly into Buyer's Agent's Firm's client trust account and thereafter deposit with Escrow/Title Company prior to Closing; and/or
- 298 As follows: _____

299 Upon deposit of the Deposit in accordance with this Agreement, Buyer will take no steps to withdraw or authorize withdrawal of the Deposit, except
300 in accordance with the terms and conditions of this Agreement. In the event Buyer attempts or succeeds in any withdrawal of the Deposit, it will be
301 considered a breach of this Agreement and will result in a forfeit of the Deposit and termination, at the option of the Seller, of the Buyer's right to
302 purchase.

303 Caution: The Deposit, payable by the method selected by Buyer above, must be placed with Escrow or Buyer's Agent's Firm's Client Trust account
304 no later than 5:00 p.m. on the last day of the Deposit Deadline. The failure to do so may result in a breach of this Agreement.

305 If an Additional Deposit is to be paid, it will be handled in accordance with the above-selected instructions, or (*describe*): _____
306 _____

307 Once the Deposit, and Additional Deposit, if any, is/are placed with Escrow, Seller's and Buyer's Agents and Firms will have no further responsibility
308 to Buyer or Seller regarding said funds.

309 **28.1 EARNEST MONEY DEPOSIT INSTRUCTIONS TO ESCROW:** Buyer and Seller instruct Escrow as follows: upon your receipt of a copy of this
310 Agreement signed by Buyer and Seller, establish an escrow account and proceed with Closing in accordance with the terms of this Agreement. If you
311 determine the transaction cannot be Closed for any reason (whether or not there is a dispute between Buyer and Seller), you are to hold all Deposits
312 until you receive written instructions from Buyer and Seller, or a final ruling from a court or arbitrator, as to the disposition of the Deposits.

313 **28.2 EARNEST MONEY REFUND TO BUYER:** All Deposits will be promptly refunded to Buyer if: (1) Seller signs and accepts this Agreement but
314 fails to furnish marketable title; or (2) Seller fails to complete this transaction in accordance with the material terms of this Agreement; or (3) any
315 condition which Buyer has made an express contingency in this Agreement (and has not been otherwise waived) fails through no fault of Buyer.
316 However, acceptance by Buyer of the refund will not constitute a waiver of other legal remedies available to Buyer.

317 **28.3 EARNEST MONEY PAYMENT TO SELLER:** If Seller signs and accepts this Agreement and title is marketable, Seller, at Seller's option, may
318 terminate this Agreement, and all Deposits paid or agreed to be paid will be paid to Seller as liquidated damages, if: (1) Buyer has materially
319 misrepresented Buyer's financial status; or (2) Buyer's bank does not pay, when presented, any check given as earnest money or fails to timely make
320 a wire transfer for Buyer's earnest money; or (3) Buyer fails to complete this transaction in accordance with the material terms of this Agreement. The
321 parties expressly agree Seller's economic and non-economic damages arising from Buyer's failure to close this transaction in accordance with the
322 terms of this Agreement would be difficult or impossible to ascertain with any certainty, that the Deposits identified in this Agreement are a fair,
323 reasonable, and appropriate estimate of those damages, and represent a binding liquidated sum, not a penalty.

324 The Seller's sole remedy against Buyer for Buyer's failure to close this transaction in accordance with the material terms of this Agreement is limited
325 to the amount of earnest money paid or agreed to be paid in this Agreement. Seller's right to recover from Buyer any unpaid earnest money agreed
326 to be paid in this Agreement will be resolved as described in the Dispute Resolution Sections below.

327 **29.1 CLOSING:** Closing shall occur on a date mutually agreed upon between Buyer and Seller, but in no event later than (*insert date*)
328 _____ ("the Closing Deadline"). The terms "Closed", "Closing" or "Closing Date" shall mean when the Manufacture Home
329 Ownership Document Application is filed and funds are available to Seller. Buyer and Seller acknowledge for Closing to occur by the Closing Deadline,
330 it may be necessary to execute documents and deposit funds in Escrow prior to that date.

331 Caveat: If Escrow is to prepare documents required under Section 6 (Seller-Carried Financing), Seller must so notify Escrow three (3) days prior to
332 the Closing Deadline.

333 **29.2 THE CLOSING DISCLOSURE:** Pursuant to the TILA-RESPA Integrated Disclosure ("TRID") rule, Buyer and Seller will each receive a "Closing
334 Disclosure" which, among other things, summarizes each party's closing costs. TRID requires the Closing Disclosure must be received by a residential
335 loan borrower at least three (3) business days prior to "consummation" of the transaction, which in most cases in Oregon will be the date on which
336 Buyer signs the loan documents. Under certain circumstances, a change to the Closing Disclosure late in the transaction could result in a delay in
337 Closing to comply with the three-business day rule. Such a delay beyond the Closing Deadline could result in termination of the transaction unless
338 Seller and Buyer mutually agree to extend it.

Buyer Initials _____ / _____ Date _____

Seller Initials _____ / _____ Date _____

MANUFACTURED HOME SALE AGREEMENT (WITHOUT LAND)

339 **30. TRANSFER OF TITLE:** Seller shall convey marketable title to the Property by a Manufactured Home Ownership Document Application free and
340 clear of all liens of record, except property taxes that are a lien but not yet payable, and those matters accepted by Buyer pursuant to Park Approval,
341 Section 9.1, above. If Buyer's title will be held in the name of more than one person, see Offer to Purchase, Section 38, below regarding forms of co-
342 ownership.

343 **31.1 POSSESSION:** Is one or more tenants currently in possession of the Property? (*select one*) Yes No

344 If Yes (*select one*):

345 Seller will remove all tenants prior to Closing, pay any legally-required tenant relocation costs, and deliver possession to Buyer by 5:00
346 p.m. on the date of Closing.

347 Buyer will accept all tenants at Closing, and unless provided otherwise in this Agreement, all rents will be prorated as of Closing, and
348 all deposits held on behalf of tenants by Seller will be transferred to Buyer through Escrow at Closing. Buyer and Seller are encouraged to
349 attach OREF 070 – Investment Property Addendum to address additional items related to Buyer accepting tenants at Closing.

350 If No, possession of the Property will be delivered by Seller to Buyer (*select one*):

351 by 5:00 p.m. on the date of Closing;

352 by _____ a.m. p.m. ____ days after Closing;

353 by _____ a.m. p.m. on (*insert date*) _____;

354 Prior to Closing, Seller will remove all of Seller's personal property (including trash).

355 **31.2 DELIVERY OF POSSESSION BEFORE/AFTER CLOSING:** If the parties agree that Seller will deliver possession to Buyer before or after
356 Closing, Buyer has attached OREF 053 – Agreement to Occupy Before Closing or OREF 054 – Agreement to Occupy After Closing to this Agreement.

TAXES

357 **32. LEVY OF ADDITIONAL PROPERTY TAXES:** If the property is subject to additional taxes based on a deferral for the benefit of the Seller, the
358 Seller shall be responsible for the payment of any such deferred property taxes UNLESS an agreement is part of the transaction in which the Buyer
359 agrees to pay such deferred taxes as a part of the sale terms.

DEFINITIONS/MISCELLANEOUS

360 **33. DEFINITIONS:** In this Agreement, when the words or phrases below begin with an uppercase letter, they have the following meanings:

361 **Agent** means Buyer's and Seller's real estate agents licensed in the State of Oregon.

362 **Agreement** or "Sale Agreement" means this Residential Real Estate Sale Agreement and any written offer, counteroffer, or addendum in any
363 form or language that adds to, amends or otherwise modifies this Agreement that has been Signed and Delivered.

364 **Business Day** means Monday through Friday, except days that are recognized by Oregon or the United States as official holidays.

365 **Closing, Closed, Closing, or Closing Date** mean when the deed or contract is recorded and funds are available to Seller.

366 **Deliver or Delivered** means transmission of a document, either by placing it in a U.S. mailbox, taking it to the recipient's address, or placing it
367 in the custody of a delivery service ("Manual Delivery"), or by pushing "send" or "start" on a device that sends facsimiles or in an electronic mail
368 program ("Electronic Delivery").

369 **Deposits** means the Deposit and any Additional Deposit described in Section 1 (Parties/Price/Property Description) of this Agreement.

370 **Effective Date** means the date when this Agreement has been Signed and Delivered.

371 **Firm** means the real estate company with which an Agent is affiliated.

372 **Notice** means a written statement delivered using the Notification Method described in Section 34(2) (Miscellaneous).

373 **Notify** means delivering a Notice to the other party or their Agent.

Buyer Initials _____ / _____ Date _____

Seller Initials _____ / _____ Date _____

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MANUFACTURED HOME SALE AGREEMENT (WITHOUT LAND)

374 **Signed and Delivered** means the date and time the Seller and Buyer have: (a) signed a document, and (b) Delivered it to the other party or
375 their Agent. When a document is "Signed and Delivered," the document becomes legally binding on Buyer and Seller, and neither has the ability
376 to withdraw it.

377 **Smart Home Features** means appliances, lighting, or electronic devices that can be controlled remotely by the owner, often via a mobile app.
378 Smart home features may also operate in conjunction with other devices in the home and communicate information to other smart devices.

379 **34. MISCELLANEOUS:** The following provisions govern the manner in which the terms of this Agreement will be construed.

380 (1) **TIME.** Time is of the essence of this Agreement.

381 (2) **NOTICES.** All written Notices or documents required or permitted under this Agreement to be delivered to Buyer or Seller may be delivered
382 to their respective Agent with the same effect as if delivered to that Buyer or Seller. On opening of this transaction with Escrow, Buyer, Seller,
383 and their respective Agents, where applicable, will provide Escrow with their preferred means of receiving Notice (for example, email or text
384 address, facsimile number, mailing or personal delivery address, or other), which will serve as the primary location for receipt of all Notices or
385 documents (the "Notification Method"). Notice will be deemed delivered as of the earliest of:

- 386 (a) the date and time the Notice is sent by email or fax;
- 387 (b) the time the Notice is personally delivered to either the Agent or the Agent's Office; or
- 388 (c) three (3) calendar days after the date the Notice is posted in the U.S. Mail.

389 (3) **NONPARTIES.** Agent(s) and Firm(s) identified in the Final Agency Acknowledgment Section above are not parties to this Agreement but are
390 subject to Section 37.3 (Mediation and Arbitration Involving Agents/Firms).

391 (4) **TIME ZONES.** Any reference in this Agreement to a specific time refers to the time in the time zone where the Property is located.

392 (5) **ELECTRONIC TRANSMISSION.** The sending of a signed acceptance of this Agreement via Electronic Transmission from one party (or their
393 Agent) to the other party (or their Agent) will have the same effect as Manual Delivery of the signed original. If the parties intend to use any other
394 method for transmitting a signed offer or acceptance of the Agreement (such as regular mail, certified mail, or overnight delivery), they should
395 so specify at Section 23 (Additional Provisions) of this Agreement.

396 (6) **BINDING EFFECT.** This Agreement is binding on the heirs, successors, and assigns of Buyer and Seller. However, Buyer's rights and
397 responsibilities under this Agreement or in the Property are not assignable without the prior written consent of Seller.

398 (7) **COUNTERPARTS.** This Agreement may be signed in multiple legible counterparts with the same legal effect as if all parties signed the same
399 document.

400 (8) **DAYS.** Time calculated in days after the Effective Date will start on the first full Business Day after the Effective Date. Time calculated in
401 days after a triggering event, such as delivery of a document, will start on the first full Business Day after the triggering event, except that the
402 LBP Contingency Period will start on the calendar day after the OREF 021 – Lead-Based Paint Disclosure Addendum is Delivered. If a date is
403 calculated based on the "date Buyer is entitled to possession," and if Buyer will not be entitled to possession of the Property because one or
404 more tenants is in possession, the "date Buyer is entitled to possession" will, for that purpose, be deemed to be the Closing Date.

405 (9) **DEADLINES.** Except for the LBP Contingency Period identified in Section 12 (Lead-Based Paint Contingency Period), unless a different
406 time is specified in the Agreement, all deadlines for performance, measured in business or calendar days, will terminate as of 5:00 p.m. on the
407 last day of that deadline.

DISPUTE RESOLUTION

408 **35. FILING OF CLAIMS:** All claims, controversies, and disputes between Seller, Buyer, Agents, and/or Firms, relating to the enforcement or
409 interpretation of this Sale Agreement (including those for rescission), as well as those relating to the validity or scope of the Sale Agreement, and all
410 matters concerning the jurisdiction of the arbitrator(s) and/or Arbitration Service of Portland, to hear and decide questions of arbitrability (collectively,
411 "Claims"), will be exclusively resolved in accordance with the procedures in this Agreement, which will survive Closing or earlier termination of this
412 transaction. All Claims will be governed exclusively by Oregon law, and venue will be placed in the county where the Property is situated. Filing a
413 Claim for arbitration will be treated the same as filing in court for purposes of meeting any applicable statute of limitations or statute of ultimate repose,
414 and for purposes of filing a *lis pendens*. By consenting to the provisions in this Agreement, Buyer and Seller acknowledge they are giving up the
415 constitutional right to have Claims tried by a judge or jury in State or Federal court, including all issues relating to the arbitrability of Claims.

Buyer Initials _____ / _____ Date _____

Seller Initials _____ / _____ Date _____

MANUFACTURED HOME SALE AGREEMENT (WITHOUT LAND)

416 **36. EXCLUSIONS:** The following will not constitute Claims:

417 (1) Any proceeding to enforce or interpret a mortgage, trust deed, land sale contract or recorded construction lien;

418 (2) A forcible entry and detainer action (eviction);

419 (3) If the matter is exclusively between REALTORS® and is otherwise required to be resolved under the Code of Ethics & Professional Standards

420 Policies of the National Association of REALTORS®;

421 (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

422 contains a mandatory mediation and/or arbitration provision; and

423 (5) Filing in court for the issuance of provisional process described under the Oregon Rules of Civil Procedure; however, such filing will not

424 constitute a waiver of the duty to utilize the dispute resolution procedures described in this Agreement.

425 **37.1 SMALL CLAIMS BETWEEN BUYER AND SELLER:** All Claims between Buyer and Seller within the jurisdiction of the Small Claims Court of

426 the county in which the Property is located will be brought and decided there, in lieu of mediation, arbitration, or litigation in any other forum.

427 Notwithstanding ORS 46.455(3), neither Buyer nor Seller will have a right to request a jury trial and so remove the matter from the Small Claims

428 Department of the Circuit Court. A judgment in Small Claims Court is final and binding and there is no right of appeal.

429 **37.2 MEDIATION AND ARBITRATION BETWEEN BUYER AND SELLER:** If Buyer's or Seller's Agent is a member of the National Association of

430 REALTORS®, all Claims will be submitted to mediation as offered by the local REALTOR® Association, if available. If mediation is not available

431 through the Agent's REALTOR® organization, then all Claims will be submitted to mediation through the program administered by Arbitration Service

432 of Portland ("ASP"). All Claims that have not been resolved by mediation as described in this Agreement will be submitted to final and binding

433 arbitration in accordance with the then-existing rules of ASP. The prevailing party in any arbitration between Buyer and Seller will be entitled to

434 recovery of all reasonable attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees. Provided, however, a prevailing party will

435 not be entitled to any award of attorney fees unless it is first established to the satisfaction of the arbitrator(s) (or judge, if applicable) that the prevailing

436 party offered or agreed in writing to participate in mediation prior to, or promptly on, the filing for arbitration.

437 **37.3 MEDIATION AND ARBITRATION INVOLVING AGENTS/FIRMS:** All Claims that include Agents or their Firms will be resolved in accordance

438 with the mediation and arbitration process described in Section 37.2 (Mediation and Arbitration Between Buyer and Seller), above, and if applicable,

439 the prevailing party will be entitled to an award of attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees, as provided in

440 that section.

SIGNATURE INSTRUCTIONS

441 **38. OFFER TO PURCHASE:** Buyer offers to purchase the Property on the terms and conditions in this Agreement. Buyer acknowledges receipt of a

442 completely filled-in copy of this Agreement, which Buyer has fully read and understands. Buyer acknowledges that Buyer has not relied on any oral

443 or written statement made by Seller or any Agent that is not expressly contained in this Agreement. Neither Seller nor any Agent(s) warrant the square

444 footage of any structure or the size of any land being purchased. If square footage or land size is a material consideration, all structures and land

445 should be measured by Buyer prior to signing, or should be made an express contingency in this Agreement. Because of the importance of consistent

446 terminology and compatible documents, Buyer has chosen to use this Agreement and the other forms provided by Oregon Real Estate Forms, LLC

447 (OREF) for this transaction.

448 Title will be prepared in the name of _____

449 Co-Ownership Note: Buyer should secure advice from an expert or attorney regarding different forms of co-ownership and rights of survivorship.

450 Agents are not qualified to provide advice on these issues. Once the form of co-ownership is determined, Buyer should promptly notify Escrow.

451 This offer will automatically expire on (insert date) _____ at _____ a.m. p.m. (the "Offer Deadline"). If not accepted

452 by that time, Buyer may withdraw this offer before the Offer Deadline any time prior to Seller's transmission of signed acceptance. This offer may be

453 accepted by Seller only in writing.

454 Buyer _____ Date _____ a.m. _____ p.m. ←

455 Buyer _____ Date _____ a.m. _____ p.m. ←

Buyer Initials ____ / ____ Date _____

Seller Initials ____ / ____ Date _____

MANUFACTURED HOME SALE AGREEMENT (WITHOUT LAND)

456 This offer was Delivered by Seller's Agent to Seller for signature on *(insert date)* _____ at _____ a.m. _____ p.m.

457 **39. AGREEMENT TO SELL / ACKNOWLEDGEMENTS:** Seller accepts Buyer's offer. Seller acknowledges receipt of a completely filled-in copy of
458 this Agreement, which Seller has fully read and understands. Seller acknowledges that Seller has not relied on any oral or written statement made
459 by Buyer or any Agent that is not expressly contained in this Agreement. Seller has reviewed the Seller Representations made in Section 14 (Seller
460 Representations) and elsewhere in this Agreement and will promptly correct, in writing, any inaccurate representations. Because of the importance
461 of consistent terminology and compatible documents, Seller has chosen to use this Agreement and the other forms provided by Oregon Real Estate
462 Forms, LLC (OREF) for this transaction.

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

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

465 If delivery/transmission occurs after the Offer Deadline identified at Section 38 (Offer to Purchase) above, this Agreement will not become binding on
466 Seller and Buyer unless they agree to extend the Offer Deadline by an Addendum, Counteroffer, or other writing, jointly signed by the parties. The
467 parties' failure to do so will be treated as a rejection under Section 40 (Seller's Rejection) below, and this transaction will be automatically terminated.

468 **40. SELLER'S REJECTION/COUNTEROFFER** *(select only one):*

469 Seller does not accept the above offer but makes the attached counteroffer.

470 Seller rejects Buyer's offer.

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

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

Buyer Initials _____ / _____ Date _____

Seller Initials _____ / _____ Date _____

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