

SELLER'S FEE AGREEMENT

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

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

8 Seller and Buyer's Agent agree as follows:

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

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

21 **3. COMPENSATION:** In accordance with Section 2, Seller will pay Buyer's Agent's principal broker the following: (select one)

22 (a) _____ % of the sale price identified in the final Sale Agreement; or

23 (b) a flat fee in the amount of \$ _____.

24 This right of compensation will also apply if, before closing, Buyer transfers or assigns Buyer's rights under the Sale Agreement to a third party
25 approved by Seller.

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

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

34 **6. ADDITIONAL TERMS:** (describe) _____
35 _____
36 _____

37 **7. ENTIRE AGREEMENT:** This Fee Agreement constitutes the entire agreement between Seller and Buyer's Agent and supersedes all prior written
38 agreements between them. This Fee Agreement may be modified or amended only in writing, signed by Seller and Buyer's Agent.

39 Seller _____ Print _____ Date _____ a.m. p.m. ←

40 Seller _____ Print _____ Date _____ a.m. p.m. ←

41 Seller Phone Number _____ Seller Email Address _____

42 Buyer's Agent 1 _____ Print _____ Date _____ a.m. p.m. ←

43 Firm _____

44 Buyer's Agent 1 Phone Number _____ Buyer's Agent 1 Email Address _____

45 Buyer's Agent 2 _____ Print _____ Date _____ a.m. p.m. ←

46 Firm _____

47 Buyer's Agent 2 Phone Number _____ Buyer's Agent 2 Email Address _____

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE AND DATE

OREF 051 | Released 01/2024 | Page 1 of 1