

SELLER'S FEE AGREEMENT

1 **PARTIES:** This "Fee Agreement" is entered into by and between _____ ("Seller") and
2 *(insert name of real estate agent[s])* _____ ("Agent") on behalf of
3 *(insert company[ies])* _____ ("Firm") and is effective when
4 signed and delivered. In this Fee Agreement, "Agents" means Agent and any other real estate agents associated with Firm who represent the Buyer
5 named below.

6 **PROPERTY:** This Fee Agreement concerns the property situated in the State of Oregon, County of _____, and commonly
7 known or identified as: *(insert street address, city, zip code, tax identification number, and/or lot-block description, etc.)*
8 _____
9 _____ (the "Property").

10 Seller and Agents agree as follows:

11 **1. NO AGENCY RELATIONSHIP:** Agents are not and will not act as Seller's real estate agent or otherwise act on Seller's behalf in regards to the
12 advertising, marketing, or sale of the Property. In all matters involving the Property, Agents represent only the Buyer identified below. If Seller desires
13 to obtain any advice, information, or representation regarding the Property, Seller is free at any time to do so through one or more other persons of
14 Seller's choice. As Buyer's exclusive real estate agents, Agents will act solely in the best interests of Buyer; however, Agents will comply with their
15 obligations, including honesty and good faith, owed to Seller under Oregon law. While Agents may participate or assist in the preparation of
16 transactional documents relating to the Property, including a Real Estate Sale Agreement (the "Sale Agreement"), in order to close a transaction with
17 Seller, Agents are doing so for the exclusive benefit of Buyer, and will not provide advice or counsel to Seller on any matter.

18 **2. AGREEMENT TO SELL DURING THE COMPENSATION PERIOD:** If Seller enters into a written Sale Agreement with _____
19 _____ ("Buyer") or an entity that controls, is controlled by, or is under common control with Buyer, during
20 the period commencing on *(insert date)* _____ and ending on *(insert date)* _____ (the "Compensation
21 Period"), Seller will pay Firm, at the time of closing, the compensation described in Section 3.

22 **3. COMPENSATION:** In accordance with Section 2, Seller will pay Firm the following: *(select one)*

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

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

25 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
26 approved by Seller.

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

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

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

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

SELLER, AGENT, AND FIRM SIGNATURES

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

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

42 Seller's Phone Number _____ Seller's Email Address _____

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE AND DATE

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

44 Buyer's Agent 1's Firm _____

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

46 Principal Broker (on behalf of Firm) _____ Date _____ a.m. p.m. ←

47 Print Name _____

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

49 Buyer's Agent 2's Firm _____

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

51 Principal Broker (on behalf of Firm) _____ Date _____ a.m. p.m. ←

52 Print Name _____

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE AND DATE

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