

**EXCLUSIVE RIGHT TO SELL COMMERCIAL PROPERTY**

1 \_\_\_\_\_ ("Seller") is/are the seller(s) of the real property located at  
2 *(insert street address, city, state, zip code)* \_\_\_\_\_

3 \_\_\_\_\_ (the "Property") and grants to  
4 \_\_\_\_\_ ("Agent") for and on behalf of \_\_\_\_\_ ("Brokerage") the  
5 exclusive right to offer the Property for sale on the terms and conditions of this Exclusive Right to Sell Commercial Property (this "Agreement").

6 **1. TERM:** This Agreement begins on *(insert date)* \_\_\_\_\_ and expires on *(insert date)* \_\_\_\_\_ (the  
7 "Term"). Any Term extension must be in writing.

8 **2. MARKETING:** Broker will diligently seek buyers for the Property. Seller authorizes Agent to use all methods typically used by commercial real  
9 estate agents to market the Property for sale, including, but not limited to, advertising, listing, showing, and cooperating and sharing commissions  
10 with other real estate agents. The terms upon which Seller authorizes Agent to offer the Property for sale are:

11 (a) List Price: \$ \_\_\_\_\_

12 (b) Other: *(describe)* \_\_\_\_\_  
13 \_\_\_\_\_

**3. COMPENSATION:**

14 (a) Seller will pay Brokerage a commission if, during the Term or within \_\_\_\_\_ Days (one hundred eighty [180] if not filled in) after the end of  
15 the Term:

- 16 (i) Seller agrees to sell, exchange, lease with purchase option, grant an option to purchase, or otherwise transfer the Property (a "Sale");  
17 (ii) a third party is ready, willing, and able to enter into a Sale on terms acceptable to Seller;  
18 (iii) Seller agrees to a Sale but fails to close the Sale due to Seller's own default under the Sale agreement; or  
19 (iv) Agent or a cooperating real estate agent is the procuring cause of a Sale.  
20

21 However, Seller will have no obligation to pay a commission under this Agreement if Seller owes a commission to another brokerage under an  
22 agreement that begins after the expiration of the Term.

23 (b) The amount of the Brokerage's commission will be *(select one)*:

- 24 (i)  \_\_\_\_\_% of the Sale price;  
25 (ii)  \$ \_\_\_\_\_ flat fee; or  
26 (iii)  Other: *(describe)* \_\_\_\_\_

27 (c) Seller will pay the commission to Brokerage upon closing of a Sale and assigns that portion of the sale proceeds to Brokerage. If the Sale  
28 is closed in escrow, Seller instructs escrow to pay Brokerage in accordance with this Agreement. Any commissions not paid when due will  
29 bear interest at the rate of nine percent (9.00%) per annum.

30 (d) If a Sale of the Property fails to close and earnest money is to be paid to Seller, \_\_\_\_\_% of the earnest money will be paid to Seller and  
31 the balance will be paid to Brokerage, but not exceeding the amount described in Section 3.(b).

32 **Seller's initials:** \_\_\_\_\_ / \_\_\_\_\_

33 (e) If the buyer of the Property is represented by a real estate agent, Brokerage will pay the agent's brokerage a commission in the amount of:  
34 *(select one)*

- 35 (i)  \_\_\_\_\_% of the Sale price;  
36 (ii)  \$ \_\_\_\_\_ flat fee; or  
37 (iii)  Other: *(describe)* \_\_\_\_\_

**4. REPRESENTATIONS, OBLIGATIONS, INDEMNITY, AND ACKNOWLEDGMENTS:** Seller represents to Brokerage and agrees that:

38 (a) Seller is the only Seller, or all of the Sellers, of the Property, and Seller has all authority necessary to list the Property for sale;

39 (b) Seller has disclosed to Agent and will disclose to any potential buyer all information material to the Property and its value; all such  
40 information is accurate in all material respects; and if Seller becomes aware that any of that information is not accurate, Seller will immediately  
41 notify Agent in writing;  
42

Seller Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

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- 43 (c) Seller acknowledges that Agent has no obligation to investigate the condition of or title to the Property, or to determine whether there are  
44 dangerous substances or conditions on the Property, and Seller will disclose all such issues to any prospective buyer;
- 45 (d) Seller will cooperate with Agent's efforts to sell the Property, including forwarding to Agent any information Seller receives about prospective  
46 buyers;
- 47 (e) Seller (*select one*)  is  is not a foreign person under the Foreign Investment in Real Property Tax Act of 1980 ("FIRPTA"), as amended.
- 48 (f) Seller will comply with all laws and rules applicable to the selling of the Property and will not discriminate against any potential buyer on the  
49 basis of disability or membership in a protected class;
- 50 (g) Seller acknowledges that Agent is required to comply with the rules and regulations of any listing service Agent uses to market the Property;
- 51 (h) If Seller instructs Agent not to list the Property for Sale on multiple listing services, Seller acknowledges that the Sale price may be lower  
52 and it may take longer to obtain a Sale than if the Property had been listed on those services;
- 53 (i) Seller acknowledges that photographs and videos of the Property may remain online after marketing efforts have ended;
- 54 (j) Seller will indemnify and hold Agent harmless from and against any claim arising out of or related to a breach of any of these representations,  
55 any showing of the Property, and any sale of the Property; and
- 56 (k) Agent is hereby authorized to accept earnest money and documents, disclose transaction information to appraisers, and provide access  
57 to inspectors, appraisers, contractors, and others.
- 58 (l) Seller has reviewed the Oregon Real Estate Agency Initial Agency Disclosure Pamphlet, acknowledges that Agent and Brokerage may  
59 represent buyers interested in the Property and similar properties, and consents to such multiple representations.

60 **5. DISPUTES:** The parties acknowledge that mediation helps parties settle disputes, and any party may propose mediation whenever appropriate  
61 through the Arbitration Service of Portland or any mediator selected by the parties. Any dispute or claim that arises out of or relates to this Agreement,  
62 or to the interpretation or breach of this Agreement, or to the existence, validity, or scope of this Agreement, will be resolved in Small Claims or Justice  
63 Court, if within the jurisdiction of one of those courts, but if not, by arbitration in accordance with the then effective arbitration rules of (and by filing a  
64 claim with) Arbitration Service of Portland, and judgment upon the award rendered pursuant to such arbitration may be entered in any court having  
65 jurisdiction. The party prevailing in an arbitration will be entitled to recover from the other party its reasonable attorney and other expert fees and all  
66 other fees, costs, and expenses reasonably necessary.

67 **6. TERMINATION:** Brokerage may terminate this Agreement at any time. Unless Brokerage is entitled to a commission under Section 3  
68 (Compensation) of this Agreement, Seller may terminate this Agreement upon payment of all of Agent's and Brokerage's costs incurred in connection  
69 with their performance of this Agreement.

70 **7. ADDITIONAL TERMS:** (*describe*) \_\_\_\_\_  
71 \_\_\_\_\_  
72 \_\_\_\_\_  
73 \_\_\_\_\_

74 **8. MISCELLANEOUS:** This Agreement is the only agreement between the parties related to the listing of the Property for sale, will be construed in  
75 accordance with and governed by the laws of the State of Oregon, may be signed electronically, and may only be modified in writing, signed by both  
76 parties.

77 Seller \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_  a.m.  p.m. ←

78 Seller \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_  a.m.  p.m. ←

79 Seller's Mailing Address: \_\_\_\_\_

80 Seller's Email Address: \_\_\_\_\_ Seller's Phone: \_\_\_\_\_

81 Agent \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_  a.m.  p.m. ←

82 Principal Broker \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_  a.m.  p.m. ←

**LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE AND DATE**