

## RESIDENTIAL CONDOMINIUM REAL ESTATE SALE AGREEMENT

### FINAL AGENCY ACKNOWLEDGMENT

1 Both Buyer and Seller acknowledge having received the Oregon Real Estate Agency Initial Agency Disclosure Pamphlet, and hereby acknowledge  
2 and consent to the following agency relationships in this transaction:

3 **Buyer's Agent(s) Information:**

4 Buyer's Agent 1\*: \_\_\_\_\_ Oregon License #: \_\_\_\_\_

5 is the agent of: (select one)  Buyer exclusively ("Buyer Agency")  Both Buyer and Seller ("Disclosed Limited Agency")

6 Name of Real Estate Firm\*: \_\_\_\_\_ Firm License #: \_\_\_\_\_

7 Buyer's Agent 1's Office Address: \_\_\_\_\_

8 Phone #1: \_\_\_\_\_ Phone #2: \_\_\_\_\_ E-mail: \_\_\_\_\_

9 Buyer's Agent 2\*: \_\_\_\_\_ Oregon License #: \_\_\_\_\_

10 is the agent of: (select one)  Buyer exclusively ("Buyer Agency")  Both Buyer and Seller ("Disclosed Limited Agency")

11 Name of Real Estate Firm\*: \_\_\_\_\_ Firm License #: \_\_\_\_\_

12 Buyer's Agent 2's Office Address: \_\_\_\_\_

13 Phone #1: \_\_\_\_\_ Phone #2: \_\_\_\_\_ E-mail: \_\_\_\_\_

14 **Seller's Agent(s) Information:**

15 Seller's Agent 1\*: \_\_\_\_\_ Oregon License #: \_\_\_\_\_

16 is the agent of: (select one)  Seller exclusively ("Seller Agency")  Both Buyer and Seller ("Disclosed Limited Agency")

17 Name of Real Estate Firm\*: \_\_\_\_\_ Firm License #: \_\_\_\_\_

18 Seller's Agent 1's Office Address: \_\_\_\_\_

19 Phone #1: \_\_\_\_\_ Phone #2: \_\_\_\_\_ E-mail: \_\_\_\_\_

20 Seller's Agent 2\*: \_\_\_\_\_ Oregon License #: \_\_\_\_\_

21 is the agent of: (select one)  Seller exclusively ("Seller Agency")  Both Buyer and Seller ("Disclosed Limited Agency")

22 Name of Real Estate Firm\*: \_\_\_\_\_ Firm License #: \_\_\_\_\_

23 Seller's Agent 2's Office Address: \_\_\_\_\_

24 Phone #1: \_\_\_\_\_ Phone #2: \_\_\_\_\_ E-mail: \_\_\_\_\_

25 \*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  
26 in an attached OREF 002 – Addendum to Sale Agreement.

27 If both parties are each represented by one or more Agents in the same Real Estate Firm, and Agents are supervised by the same principal broker  
28 in that Real Estate Firm, Buyer and Seller acknowledge that principal broker will become the disclosed limited agent for both Buyer and Seller as  
29 more fully explained in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller, and Agent(s).

30 Buyer will sign this acknowledgment at the time of signing this Agreement before submission to Seller. Seller will sign this acknowledgment at the  
31 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 Final  
32 Agency Acknowledgment will not constitute acceptance of this Agreement or any terms in this Agreement.

33 Buyer \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_ ←

34 Buyer \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_ ←

35 Seller \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_ ←

36 Seller \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_ ←

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# RESIDENTIAL CONDOMINIUM REAL ESTATE SALE AGREEMENT

## SALE AGREEMENT GENERAL TERMS

37 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  
38 of the printed terms and provisions in this form, Seller and Buyer are encouraged to closely review Section 42 (Definitions) and Section 43  
39 (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  
40 alterations must be made on a separate document.

41 **1. PARTIES/PROPERTY DESCRIPTION/PRICE:** Buyer (*insert name[s]*) \_\_\_\_\_

42 \_\_\_\_\_

43 offers to purchase from Seller (*insert name[s]*) \_\_\_\_\_

44 \_\_\_\_\_

45 the following described real property (the "Property") situated in the State of Oregon, County of \_\_\_\_\_, and commonly  
46 known or identified as: (*complete one or more*)

47 (a) Street Address: \_\_\_\_\_

48 \_\_\_\_\_; and

49 (*If the above address does not adequately describe the Property, include the Tax Identification Number and/or other identifying information*)

50 (b) Tax Identification Number(s): \_\_\_\_\_; and

51 (c) Other Identifying Information (lot/block number, etc.): \_\_\_\_\_

52 \_\_\_\_\_

53 If a complete legal description of the Property is not included in this Agreement, Buyer and Seller will use the legal description provided by Escrow,  
54 defined in Section 28 (Escrow), for purposes of legal identification and conveyance of title.

55 Buyer offers to purchase the Property for the "Purchase Price" (in U.S. currency) of \_\_\_\_\_ A \$ \_\_\_\_\_

56 on the following terms: as earnest money, the sum of (the "Deposit") \_\_\_\_\_ B \$ \_\_\_\_\_

57 on \_\_\_\_\_, as additional earnest money, the sum of (the "Additional Deposit") ..... C \$ \_\_\_\_\_

58 at or before Closing, the balance of the down payment..... D \$ \_\_\_\_\_

59 at Closing and on delivery of the  deed  contract, the balance of the Purchase Price..... E \$ \_\_\_\_\_

60 will be paid as agreed to in the Financing Sections of this Agreement. (*Lines B, C, D and E should equal Line A*)

61 **2. FIXTURES/CONTROLS/KEYS:** All fixtures and essential related equipment (for example, remote controls, Smart Home Features, and all keys  
62 related to the Property including mailbox, outbuilding[s], etc.) are to be left on the Property. Fixtures will include but not be limited to: built-in appliances;  
63 attached floor coverings; drapery rods and curtain rods; window and door screens; storm doors and windows; system fixtures (for example, irrigation,  
64 plumbing, ventilating, cooling and heating); water heaters; attached electric light and bathroom fixtures; light bulbs; fluorescent lamps; window blinds;  
65 awnings; fences; all planted shrubs, plants, and trees; except (*describe*) \_\_\_\_\_

66 \_\_\_\_\_

67 \_\_\_\_\_ For additional fixtures/controls/keys, see Addendum \_\_\_\_\_

68 **3. PERSONAL PROPERTY:** Only the following personal property, in "AS-IS" condition and at no stated value is included: (*describe*)

69 \_\_\_\_\_

70 \_\_\_\_\_

71 \_\_\_\_\_ For additional personal property, see Addendum \_\_\_\_\_

## FINANCING

72 **4. BUYER REPRESENTATION OF FUNDS:** In this section: (a) "Funds" means the funds required for Closing of the Property, whether they are the  
73 Deposits, down payment, or (if this is an all-cash transaction) the full Purchase Price, but "Funds" does not include the financing described in Sections  
74 6 (Financed) or 7 (Seller-Carried Financing) of this Agreement; and (b) "Liquid" means Funds that are cash or immediately convertible to cash that  
75 are available to Buyer. Buyer represents that, upon signing this Agreement: (*select only one*)

76 (i)  all Funds are Liquid;

Buyer Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

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

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77 (ii)  Not all Funds are Liquid, however, all Funds will be Liquid before Closing. This transaction is not contingent upon Buyer obtaining  
78 the following non-contingent Funds before Closing (for example 401K Disbursements): *(identify source of non-liquid Funds)*

79 \_\_\_\_\_  
80 (iii)  This transaction is contingent upon Buyer obtaining Liquid Funds in accordance with the following contingency: *(describe)*

81 \_\_\_\_\_  
82 \_\_\_\_\_  
83 \_\_\_\_\_  
84 \_\_\_\_\_ For additional contingency details, see Addendum \_\_\_\_\_.

85 *If the transaction is an all-cash transaction, select and complete section 5. If the transaction is financed, select and complete sections 6– 6.3. If this*  
86 *is a Seller-Carried Transaction, select and complete section 7.*

87 **5.  ALL-CASH:** This is an all cash transaction. Buyer will provide verification (“Verification”) of readily available funds as follows: *(select one)*

88 (a)  Buyer has attached the Verification to this Agreement;

89 (b)  Buyer will provide Seller with the Verification within \_\_\_\_\_ Business Days (three [3] if not filled in) after the Effective Date;

90 (c)  Other: *(describe)* \_\_\_\_\_.

91 If the Verification is not attached to this Agreement, Seller may Notify Buyer, in writing, of Seller's unconditional disapproval of the Verification within  
92 \_\_\_\_\_ Business Days (two [2] if not filled in) (“Disapproval Period”) following its receipt by Seller. Provided, however, such disapproval must be  
93 objectively reasonable. On such disapproval, all Deposits will be promptly refunded to Buyer and this transaction will be terminated.

94 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  
95 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  
96 otherwise in writing, all Deposits will be promptly refunded, and this transaction will be terminated.

97 **6.  FINANCED:** The balance of the Purchase Price will be financed through one of the following loan programs: *(select only one)*

98 (a)  Conventional;

99 (b)  FHA;

100 (c)  Federal VA. Seller *(select one)*  will  will not agree to pay Buyer's non-allowable VA fees;

101 If FHA or Federal VA is selected, Buyer has attached OREF 097 – VA/FHA Amendatory Clause and Real Estate Certification to this Agreement.

102 (d)  Other *(describe)*: \_\_\_\_\_.

103 Buyer will seek financing through a lending institution or mortgage broker (collectively, “Lender”) participating in the loan program selected above.

104 Pre-Approval Letter: *(select one)*

105 (i)  Buyer has attached a pre-approval letter from Buyer's Lender (a “Pre-approval Letter”) to this Agreement;

106 (ii)  Buyer will provide Seller with the Pre-approval Letter within \_\_\_\_\_ Business Days (three [3] if not filled in) after the Effective Date;

107 (iii)  Other: *(describe)* \_\_\_\_\_.

108 Seller is aware they are accepting an offer contingent upon financing and appraisal. If Buyer's Lender requires a re-appraisal due to Seller's breach  
109 of this Agreement, including but not limited to Section 23 (Smoke/Carbon Monoxide Detectors), Seller will promptly reimburse Buyer for any re-  
110 appraisal fee Buyer incurs.

111 **6.1. Financing Contingencies.** If Buyer is financing any portion of the Purchase Price (the “Loan”), then this transaction is subject to the following  
112 contingencies (the “Financing Contingencies”):

113 (a) Buyer and the Property will qualify for the Loan from Lender;

114 (b) Lender's appraisal will not be less than the Purchase Price;

115 (c) Buyer obtains the Loan from Lender, unless failure to obtain the Loan is due to the fault of Buyer; and

116 (d) Other: *(describe)* \_\_\_\_\_.

117 Buyer Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

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

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118 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  
119 time.

120 **6.2. Failure of Financing Contingencies.** If Buyer receives actual notification from Lender that any Financing Contingencies have failed or  
121 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  
122 Buyer's Notice to Seller to either:

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

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

126 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  
127 in this section, this transaction will be automatically terminated, and all Deposits will be promptly refunded to Buyer. Buyer understands that on  
128 termination of this transaction, Seller will have the right to place the Property back on the market for sale at any price and terms as Seller determines,  
129 at Seller's sole discretion.

130 **6.3. Buyer's Obligations Regarding Financing.** Buyer represents to and agrees with Seller as follows:

131 (a) Not later than \_\_\_\_ Business Days (three [3] if not filled in) following the Effective Date, Buyer will submit to the Lender who provided the  
132 Pre-approval Letter a completed loan application for purchase of the Property. A "completed loan application" will include the following  
133 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  
134 value of the Property, and (vi) the loan amount sought.

135 (b) If Buyer is satisfied with the Loan Estimate offered by Buyer's Lender, Buyer will notify Lender within \_\_\_\_ Business Days (three [3] if not  
136 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  
137 of the date of Buyer's signed notice of intent to proceed with the Loan.

138 (c) After Buyer notifies Lender of Buyer's intent to proceed with the Loan, Buyer will complete all paperwork requested by the Lender, including  
139 payment of all application, appraisal, and processing fees, to obtain the Loan.

140 (d) Buyer will not replace the Lender or loan program selected in Section 6 (Financed) without Seller's written consent, which may be withheld  
141 at Seller's sole discretion.

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

144 (f) Buyer will authorize the Lender to order the appraisal of the Property before expiration of the Inspection Period, defined in Section 13  
145 (Property Inspections), or Section 1 of the OREF 058 – Professional Inspection Addendum if applicable.

146 (g) Buyer authorizes Buyer's Lender to provide non-confidential information to Buyer's and Seller's Agents regarding Buyer's loan application  
147 status.

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

151 (a)  use the OREF 033 – Seller-Carried Transaction Addendum and related forms; or

152 (b)  secure a mortgage loan originator ("MLO") or legal counsel to negotiate and draft the necessary documents.

153 Regardless of the option selected above, Seller and Buyer will reach a signed written agreement specifying the terms and conditions of such financing  
154 (for example, the down payment, interest rate, amortization, term, payment dates, late fees, and balloon dates) within \_\_\_\_ Business Days (ten [10]  
155 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 day of the  
156 Negotiation of Terms Period, all Deposits will be refunded to Buyer and this transaction will be automatically terminated. Oregon law requires, unless  
157 exempted, that individuals offering or negotiating the terms must be an Oregon-licensed attorney or hold an MLO license. Real estate agents are not  
158 qualified to provide these services or give advice in this regard. Legal advice is strongly recommended.

Buyer Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

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

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159 **8. SELLER CONTRIBUTIONS:** Is Buyer requesting Seller contributions toward Buyer's expenses in this transaction? (select one) .....  Yes  No  
160 If Yes, Buyer has attached OREF 048 - Seller Contributions Addendum to this Agreement.

161 **9. ADDITIONAL FINANCING PROVISIONS:** (for example, closing costs) \_\_\_\_\_  
162 \_\_\_\_\_  
163 \_\_\_\_\_ For additional financing provisions, see Addendum \_\_\_\_\_.

**INSURANCE**

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

166 **11. FLOOD INSURANCE:** If the Property is located in a high-risk flood zone, flood insurance may be required as a condition of a new loan. Buyer is  
167 encouraged to promptly verify the need for, and availability and cost of flood insurance. An Elevation Certificate ("EC") is a document used by the  
168 National Flood Insurance Program to determine the difference in elevation between a structure and the elevation to which floodwater is anticipated  
169 to rise during certain floods. Although an EC is not required to obtain flood insurance, a favorable EC may help lower the insurance premium. For  
170 more information, go to [www.fema.gov](http://www.fema.gov).

**CONTINGENCIES**

171 **12. TITLE INSURANCE:** Within one (1) Business Day after the Effective Date, Seller or Seller's Agent will, order from the title insurance company  
172 selected in Section 28 (Escrow), a preliminary title report and copies of or links to all documents of record (the "Report and Documents") for the  
173 Property. The parties instruct Escrow to furnish the Reports and Documents to Buyer, as soon as the Reports and Documents are available, using  
174 the Notification Method described in Section 43(g) (Miscellaneous). Unless otherwise provided in this Agreement, this transaction is subject to Buyer's  
175 review and approval of the Report and Documents. If the Report and Documents are not fully understood, Buyer should contact the title insurance  
176 company for further information or seek competent legal advice. The Buyer's and Seller's Agents are not qualified to advise on specific legal or title  
177 issues.

178 Following delivery of the Report and Documents, and following delivery of each supplement to the Reports and Documents that contain material  
179 information previously unknown to Buyer, Buyer will have \_\_\_\_ Business Days (five [5] if not filled in) within which to Notify Seller, in writing, of any  
180 matters disclosed in the Report and Documents which are unacceptable (the "Objections"). Buyer's failure to timely object in writing will constitute  
181 acceptance of the Report and Documents. However, Buyer's failure to timely object will not relieve Seller of the duty to convey marketable title to the  
182 Property pursuant to Section 34 (Deed). If within \_\_\_\_ Business Days (five [5] if not filled in) following Seller's receipt of the Objections, Seller fails to  
183 remove or correct any of the Objections, or fails to give written assurances reasonably satisfactory to Buyer of removal or correction before Closing,  
184 all Deposits will be promptly refunded to Buyer and this transaction will be terminated unless Buyer waives this contingency in writing. Within thirty  
185 (30) calendar days after Closing, the title insurance company will furnish to Buyer, at Seller's sole expense, an owner's standard form policy of title  
186 insurance insuring marketable title in the Property to Buyer in the amount of the Purchase Price, free and clear of the Objections, if any, and all other  
187 title exceptions agreed to be removed as part of this transaction.

188 **13. PROPERTY INSPECTIONS:** Buyer understands it is advisable to have complete inspections of the Property by qualified licensed professionals  
189 relating to such matters as structural condition, soil condition/compaction/stability, survey, zoning, operating systems, suitability for Buyer's intended  
190 purpose, and environmental issues. The following list identifies some, but not all, environmental issues found in and around many properties that may  
191 affect health: asbestos, carbon monoxide, electric and magnetic fields, formaldehyde, lead and other contaminants in drinking water and well water,  
192 lead-based paint, mold and mildew, radon, and leaking underground storage tanks. If Buyer has any concerns about these conditions or others, Buyer  
193 is encouraged to secure the services of a licensed professional inspector, consultant, or health expert, for information and guidance. Neither Buyer's  
194 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 review  
195 the website of the Oregon Public Health Division at [www.public.health.oregon.gov](http://www.public.health.oregon.gov).

196 (select only one)

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

200 Identify Invasive Inspections: \_\_\_\_\_  

Buyer Initials _____ / _____ Date _____	Seller Initials _____ / _____ Date _____
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201 Buyer will restore the Property following any inspections or tests performed by Buyer or on Buyer's behalf. Buyer will have \_\_\_\_ Business  
202 Days (ten [10] if not filled in) after the Effective Date (the "Inspection Period"), in which to complete all inspections and negotiations with Seller  
203 regarding any matters disclosed in any inspection report. Buyer will not provide all or any portion of the inspection reports to Seller unless  
204 Seller delivers Notice to Buyer requesting reports; but if Seller requests in writing all or a portion of a report during this transaction or within  
205 thirty (30) calendar days following termination, Buyer will promptly comply.

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

213 (b)  **Alternative Inspection Procedures.** Buyer has attached OREF 058 – Professional Inspection Addendum to this Agreement.

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

219 Identify Invasive Inspections: \_\_\_\_\_

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

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

225 (e)  **Other Inspection Addendum.** (specify) \_\_\_\_\_

226 **14. LEAD-BASED PAINT CONTINGENCY PERIOD:** If the Property was constructed before 1978, then on or promptly after the Effective Date (the  
227 "Date of Delivery"), Seller will Deliver to Buyer OREF 021 – Lead-Based Paint Disclosure Addendum (the "Disclosure Addendum"), together with the  
228 EPA Pamphlet entitled "*Protect Your Family From Lead in Your Home.*" Unless waived by Buyer in writing in the Disclosure Addendum, Buyer will  
229 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  
230 lead-based paint assessment or inspection (the "LBP Contingency Period"). Buyer may unconditionally cancel this transaction by written Notice to  
231 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  
232 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  
233 Cancellation.

234 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  
235 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  
236 Period will automatically expire.

237 **15. CONDOMINIUM DOCUMENTS:** Buyer acknowledges it is Buyer's responsibility to conduct a thorough and complete review of all aspects of the  
238 condominium being purchased, including but not limited to, its association, assessments, budgets, reserves, general and limited common elements,  
239 as well as all Governance Documents as soon as they become available. It is highly recommended Buyer employ the use of professionals familiar  
240 with townhomes/planned community/homeowners associations and their governance. Neither the Buyer's nor the Seller's Agents can render advice  
241 on these matters, nor will they be responsible for advising Buyer on these matters.

242 Within \_\_\_\_ Business Days (seven [7] if not filled in) after the date Buyer and Seller have both signed and accepted the Sale Agreement ("Seller's  
243 Delivery Period"), Seller agrees, at Seller's expense, to provide Buyer with copies of all documents and information (collectively "Documents")  
244 described below. If Documents are available on a website to which Seller is permitted to grant access, Seller will Deliver OREF 059 – Receipt of  
245 Reports/Removal of Contingencies Addendum during Seller's Delivery Period, providing access to the website, including user name and password if

Buyer Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

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

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246 needed. Not all Documents may be readily available to Seller. Some Documents may already be available to Buyer through other disclosure  
247 documents required under Oregon law. Some important information may be available to Buyer in summary form. Buyers, Sellers, and Agents should  
248 promptly determine what Documents are necessary and can be reasonably provided within the Review Period defined below. If obtaining Buyer-  
249 requested Documents may cause any delay, it is suggested the Buyer and Seller reach agreement for an extension of time to Seller's Delivery Period  
250 in a written and signed Addendum.

- 251 (a) The HOA articles of incorporation and bylaws, including any revisions or amendments thereto.
- 252 (b) HOA Rules and Regulations, including any revisions or amendments thereto.
- 253 (c) Policies, agreements, notices (not included in the requested items above) relating to: age restrictions, pets, parking, any restrictions on  
254 rental of homes.
- 255 (d) All minutes of meetings for the preceding \_\_\_\_\_ months (twelve [12] if not filled in) for the HOA and the board of directors.
- 256 (e) Documents verifying coverage under the current policies of casualty and liability insurance for the HOA and its directors and officers ("D&O  
257 insurance").
- 258 (f) Documents verifying the current HOA assessments and budget, together with any HOA notices, relating to potential increases in the  
259 assessments or any potential special assessments.
- 260 (g) Documents prepared for the HOA or its directors and/or officers acting in their official capacity, such as inspection reports, studies, bids or  
261 proposals for repair or replacement of any actual or suspected material defects in the structural integrity or safety of the Property, and its  
262 limited or common areas.
- 263 (h) Documents relating to any demands or claims made by or against the HOA relating to any actual or suspected material defects in the  
264 structural integrity or safety of the Property, and its limited or general common areas.
- 265 (i) Documents showing the latest reserve study conducted by or for the HOA together with current reserve fund figures.
- 266 (j) The total number of homes/units with assessments over thirty (30) calendar days past due expressed as a percentage of total numbers of  
267 homes/units in the community.
- 268 (k) The total number of homes/units that are not owner occupied, expressed as percentage of total number of homes/units in the community
- 269 (l)  (check if applicable) Additional Documents requested by Buyer: (specify) \_\_\_\_\_
- 270 (m)  (check if applicable) Other: (describe) \_\_\_\_\_

271 Commencing on the next Business Day following the delivery of available Documents to Buyer, Buyer will have \_\_\_\_ Business Days (five [5] if not  
272 filled in) to review the Documents and any Additional Documents requested by Buyer ("Review Period"). If Buyer notifies Seller, in writing, before 5:00  
273 p.m. of the last day of the Review Period that Buyer unconditionally disapproves of any of the Documents or Additional Documents provided, all  
274 Deposits will be promptly refunded to Buyer and this transaction will be terminated. If Buyer fails to provide Seller with written unconditional disapproval  
275 of the Document(s) provided by Seller by 5:00 p.m. of the Review Period, Buyer will be deemed to have approved the same.

**16. GENERAL CONDOMINIUM INFORMATION.**

- 277 (a) Parking space/garage # \_\_\_\_\_ is  owned  leased  N/A. The lease is \$ \_\_\_\_\_ per  month  year.
- 278 (b) Storage space # \_\_\_\_\_ is  owned  leased  N/A. The lease is \$ \_\_\_\_\_ per  month  year.
- 279 (c) The HOA dues at the time of this Agreement are \$ \_\_\_\_\_ per  month  year  other (specify) \_\_\_\_\_.
- 280 (d) The current HOA: (name of HOA) \_\_\_\_\_
- 281 (name of management company, if any) \_\_\_\_\_
- 282 (name of contact person) \_\_\_\_\_
- 283 (street address, city, state, zip code) \_\_\_\_\_
- 284 \_\_\_\_\_
- 285 (phone number) \_\_\_\_\_
- 286 (HOA website) \_\_\_\_\_

Buyer Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

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

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**RESIDENTIAL CONDOMINIUM REAL ESTATE SALE AGREEMENT**

287 (HOA e-mail address) \_\_\_\_\_

288 If the information in (a) through (d) is blank, is incorrect, or is not current, Seller will promptly Notify Buyer and Escrow with the current information  
289 based on upon Seller's actual knowledge through the date of Closing.

290 **17. SELLER'S PROPERTY DISCLOSURE STATEMENT:** Under Oregon law, Buyer has a right to revoke Buyer's offer (the "Revocation Right")  
291 unless this transaction is exempt or Buyer has waived the Revocation Right. Buyer may exercise the Revocation Right only in writing and only within  
292 five (5) Business Days after the Effective Date and Seller has Delivered to Buyer or Buyer's Agent a complete Seller's Property Disclosure Statement.  
293 However, Buyer may exercise the Revocation Right any time before receiving the Seller's Property Disclosure Statement, as long as Buyer does so  
294 before Closing. This provision supersedes any contrary terms in the Seller's Property Disclosure Statement.

**CONDITIONS AND COMPONENTS OF THE PROPERTY**

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

297 (a) The primary dwelling is connected to: *(select all that apply)*  
298 (i)  a public sewer system  
299 (ii)  a public water system  
300 (iii)  other (for example, surface springs, cistern, etc.): \_\_\_\_\_

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

304 (c) Seller knows of no material defects in or about the Property, including any of the limited and general common elements of the entire  
305 condominium development, even if the defects do not directly affect Seller's Unit.

306 (d) Seller has no notice of any liens or assessments to be levied against the Property, including but not limited to liens or assessments to be  
307 levied by the HOA

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

309 (f) The Property is fully insured by the Seller.

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

312 These representations are made to the best of Seller's knowledge. Seller may have made no investigations. Exceptions to items (a) through (f) are:  
313 *(describe)* \_\_\_\_\_ . For more exceptions see Addendum \_\_\_\_\_ .

314 Buyer acknowledges the above representations are not warranties regarding the condition of the Property and are not a substitute for, nor in lieu of,  
315 Buyer's own responsibility to conduct a thorough and complete independent investigation, including the use of professionals, where appropriate,  
316 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  
317 Seller's Agents will be responsible for conducting any inspection or investigation of any aspect of the Property.

318 **19. SELLER'S MAINTENANCE AND INSURANCE OBLIGATIONS:** Seller will maintain all electrical wiring, heating, cooling, plumbing, irrigation  
319 equipment and systems, and the balance of the Property, including the limited and general common elements, in substantially their present condition  
320 until the time Buyer is entitled to possession. Seller will keep the Property fully insured through Closing.

321 **20. "AS-IS":** Except for Seller's agreements and representations in this Agreement or in the Seller's Property Disclosure Statement, if any, Buyer is  
322 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  
323 Buyer's right to implied new home warranties, if any, that may otherwise exist under Oregon law.

324 **21. APPROVED USES:** THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT  
325 PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES,  
326 MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST  
327 PRACTICES, AS DEFINED IN [ORS 30.930](#), IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON

Buyer Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

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

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328 TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER [ORS 195.300](#), [195.301](#) AND  
329 [195.305 TO 195.336](#) AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON  
330 LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE  
331 PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING  
332 DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED  
333 IN [ORS 92.010](#) OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION  
334 FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER [ORS 195.300](#), [195.301](#)  
335 AND [195.305 TO 195.336](#) AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON  
336 LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

337 **22. ALARM SYSTEM:** (select one) .....  None  Owned  Leased  Unknown  
338 If Leased, Buyer (select one)  will  will not assume the lease at Closing.

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

342 **24. SMART HOME FEATURES:** Does the Property contain any Smart Home Features? (select one) .....  Yes  No  Unknown  
343 If Yes, Seller will identify all Smart Home Features in writing within three (3) Business Days after the Effective Date. In addition, Seller will provide all  
344 necessary information for Buyer to access the Smart Home Features at Closing, unless otherwise agreed in writing.

345 **25. WOODSTOVE/WOOD-BURNING FIREPLACE INSERT:**  
346 Does the Property contain a woodstove or wood-burning fireplace insert? (select one) .....  Yes  No  
347 If "Yes" Seller will promptly provide Buyer with [OREF 046 – Woodstove/Wood-Burning Fireplace Insert Addendum](#).

348 **26. HOME WARRANTIES:** Home warranty plans may be available to help cover homeowner costs to repair/replace certain home systems and  
349 appliances. (See specific plan for details.) Will a plan be purchased for Buyer as a part of this transaction? (select one) .....  Yes  No  
350 If Yes, identify plan and cost: \_\_\_\_\_ \$ \_\_\_\_\_  
351 The warranty will be ordered and paid for by: (select one)  Buyer  Seller

352 **27. ADDITIONAL PROVISIONS:** (describe) \_\_\_\_\_  
353 \_\_\_\_\_  
354 \_\_\_\_\_  
355 \_\_\_\_\_ For additional provisions, see Addendum \_\_\_\_\_

### ESCROW/CLOSING

356 **28. ESCROW:** This transaction will be Closed at (identify) \_\_\_\_\_ ("Escrow"),  
357 a neutral escrow company licensed and located in the State of Oregon. Costs of Escrow will be shared equally between Buyer and Seller unless  
358 specifically prohibited by the U.S. Department of Veterans Affairs (Federal VA). Any transfer tax will be shared equally between Buyer and Seller.  
359 Seller authorizes Seller's Agent to order an owner's title policy at Seller's expense and further authorizes Escrow to pay out of the cash proceeds of  
360 sale the expense of furnishing such policy, Seller's recording fees, Seller's Closing costs, and any liens and encumbrances on the Property payable  
361 by Seller on or before Closing. Buyer will deposit with Escrow sufficient funds necessary to pay Buyer's recording fees, Buyer's Closing costs, and  
362 Lender's fees if any. Real estate fees, commissions or other compensation for professional real estate services provided by Buyer's or Seller's Agents'  
363 Firms will be paid at Closing in accordance with the listing agreement, buyer representation agreement, or other written agreement for compensation.

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

366 **30. UTILITIES:** The following utilities are included in the HOA dues and are paid for the owner by the HOA: (select all that apply)  
367  Garbage  Water  Sewer  Electric  Gas  Cable  Heating Fuel  Other (describe) \_\_\_\_\_  
368 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 premises, at  
369 Seller's supplier's rate on the possession date. Payment will be handled between Buyer and Seller outside of Escrow. Seller will not terminate or  
370 disconnect electric, gas, heating fuel/propane, or water utilities before Closing unless parties agreed otherwise in writing.

Buyer Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

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

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

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

- 375 (a)  Directly with Escrow;
- 376 (b)  Directly into Buyer's Agent's Firm's client trust account and remain there until disbursement at Closing;
- 377 (c)  Directly into Buyer's Agent's Firm's client trust account, followed by deposit with Escrow/Title Company before Closing; and/or
- 378 (d)  As follows: (*describe*) \_\_\_\_\_.

379 On deposit of the Deposit in accordance with this Agreement, Buyer will take no steps to withdraw or authorize withdrawal of the Deposit, except in  
380 accordance with the terms and conditions of this Agreement. If Buyer attempts or succeeds in any withdrawal of the Deposit, it will be considered a  
381 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 purchase.

382 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 no later  
383 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.

384 If an Additional Deposit is to be paid, it will be handled in accordance with the above-selected instructions, or: (*describe*)  
385 \_\_\_\_\_

386 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  
387 to Buyer or Seller regarding the funds.

388 **32. EARNEST MONEY DEPOSIT INSTRUCTIONS TO ESCROW:** Buyer and Seller instruct Escrow as follows: on your receipt of a copy of this  
389 Agreement signed by Buyer and Seller, establish an escrow account and proceed with Closing in accordance with the terms of this Agreement. If you  
390 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  
391 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.

392 **32.1. Earnest Money Refund to Buyer.** All Deposits will be promptly refunded to Buyer if: (a) Seller signs and accepts this Agreement but fails to  
393 furnish marketable title; or (b) Seller fails to complete this transaction in accordance with the material terms of this Agreement; or (c) any condition  
394 which Buyer has made an express contingency in this Agreement, and has not been otherwise waived, fails through no fault of Buyer. However,  
395 acceptance by Buyer of the refund will not constitute a waiver of other legal remedies available to Buyer.

396 **32.2. Earnest Money Payment to Seller.** If Seller signs and accepts this Agreement and title is marketable, Seller, at Seller's option, may terminate  
397 this Agreement, and all Deposits paid or agreed to be paid will be paid to Seller as liquidated damages, if: (a) Buyer has materially misrepresented  
398 Buyer's financial status; or (b) Buyer's bank does not pay, when presented, any check given as earnest money or fails to timely make a wire transfer  
399 for Buyer's earnest money; or (c) Buyer fails to complete this transaction in accordance with the material terms of this Agreement. The parties  
400 expressly agree Seller's economic and non-economic damages arising from Buyer's failure to close this transaction in accordance with the terms  
401 of this Agreement would be difficult or impossible to ascertain with any certainty, that the Deposits identified in this Agreement are a fair, reasonable,  
402 and appropriate estimate of those damages, and represent a binding liquidated sum, not a penalty.

403 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  
404 limited 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  
405 agreed to be paid in this Agreement will be resolved as described in the Dispute Resolution Sections.

406 **33. CLOSING:** Closing will occur on a date mutually agreed on between Buyer and Seller on or before (*insert date*) \_\_\_\_\_  
407 (the "Closing Deadline"). Buyer and Seller acknowledge for Closing to occur by the Closing Deadline, it may be necessary to execute documents and  
408 deposit funds in Escrow before that date. If Escrow is to prepare documents required under Section 7 (Seller-Carried Financing), Seller must so notify  
409 Escrow three (3) Business Days before the Closing Deadline.

410 Pursuant to the TILA-RESPA Integrated Disclosure ("TRID") rule, Buyer and Seller will each receive a "Closing Disclosure" which, among other things,  
411 summarizes each party's closing costs. TRID requires the Closing Disclosure must be received by a residential loan borrower at least three (3)  
412 Business Days before "consummation" of the transaction, which in most cases in Oregon will be the date on which Buyer signs the loan documents.  
413 Under certain circumstances, a change to the Closing Disclosure late in the transaction could result in a delay in Closing to comply with the three-

Buyer Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

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

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414 business day rule. Such a delay beyond the Closing Deadline could result in termination of the transaction unless Seller and Buyer mutually agree to  
415 extend it.

416 **34. DEED:** Seller will convey marketable title to the Property by statutory warranty deed (or good and sufficient personal representative's or trustee's  
417 or similar legal fiduciary's deed, where applicable) free and clear of all liens of record, except property taxes that are a lien but not yet payable, zoning  
418 ordinances, building and use restrictions, reservations in federal patents, easements, covenants, conditions and restrictions, and those matters  
419 accepted by Buyer pursuant to Section 12 (Title Insurance). Buyer is advised to secure legal advice regarding different forms of ownership and rights  
420 of survivorship. Agents are not qualified to provide advice on these issues. Once the form of ownership is determined, Buyer will promptly notify  
421 Escrow.

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

423 If Yes: (*select one*)

424 (a)  Seller will remove all tenants before Closing, pay any legally-required tenant relocation costs, and deliver possession to Buyer by 5:00  
425 p.m. on the date of Closing; or

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

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

430 (c)  by 5:00 p.m. on the date of Closing;

431 (d)  by (*insert time*) \_\_\_\_\_  a.m.  p.m. \_\_\_\_\_ calendar days after Closing. Buyer will attach OREF 054 – Agreement to Occupy After  
432 Closing to this Agreement; or

433 (e)  by (*insert time*) \_\_\_\_\_  a.m.  p.m. on (*insert date*) \_\_\_\_\_. If parties agree that Seller will deliver  
434 possession to Buyer before or after Closing, Buyer will attach OREF 053 – Agreement to Occupy Before Closing or OREF 054 – Agreement  
435 to Occupy After Closing to this Agreement.

436 **36. PROPERTY CONDITION AT POSSESSION:** Before Buyer possession, Seller will remove all of Seller's personal property, including trash.

**TAXES**

437 **37. OREGON STATE TAX WITHHOLDING OBLIGATIONS:** Subject to certain exceptions, Escrow is required to withhold a portion of Seller's  
438 proceeds if Seller is a non-resident individual or corporation as defined under Oregon law. Buyer and Seller will cooperate with Escrow by executing  
439 and delivering any instrument, affidavit, or statement as requested, and to perform any acts reasonable or necessary to carry out the provisions of  
440 Oregon law.

441 **38. FIRPTA TAX WITHHOLDING REQUIREMENT:** The Foreign Investment in Real Property Tax Act ("FIRPTA") requires a buyer to withhold a portion  
442 of a seller's proceeds (up to 15% of the purchase price) if the seller is a "foreign person" who does not qualify for an exemption. A "foreign person" is  
443 generally a person who is not a U.S. citizen or a resident alien (a "green card" holder).

444 If FIRPTA applies (that is, if Seller is a foreign person), then even if there is an exemption, Buyer and Seller must ask Escrow to assist the parties  
445 with FIRPTA compliance, see OREF 092 – Advisory Regarding FIRPTA Tax. Seller's failure to comply with FIRPTA is a material default under this  
446 Agreement.

447 If FIRPTA does not apply (that is, if Seller is not a foreign person), then Seller will Deliver to Escrow a Certification of Non-foreign Status provided by  
448 escrow that complies with 26 CFR §1.1445-2 (the "Certificate") before Closing. If Seller fails to do so, Seller will be presumed to be a foreign person,  
449 and the terms of the previous paragraph will apply. Escrow is instructed to act as a Qualified Substitute and provide Buyer with a Qualified Substitute  
450 Statement that complies with 26 U.S.C. § 1445(b)(9) at Closing.

451 If Escrow does not agree to assist with FIRPTA compliance (including providing the form Certificate or acting as a Qualified Substitute), then either  
452 Buyer or Seller may move Escrow to another Oregon-licensed escrow agent who is willing to assist with FIRPTA compliance, in which case the parties  
453 will equally share any cancellation fees. If due to moving Escrow, this transaction cannot be Closed by the Closing Date, the Closing Date will be  
454 extended by five (5) Business Days to accommodate the move.

Buyer Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

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

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455 Seller's and Buyer's Agents are not experts in FIRPTA and will not act as a transferor or transferee agent or Qualified Substitute for purposes of the  
456 Withholding Requirement. If FIRPTA may apply in this transaction, Seller and Buyer should promptly consult their own experts familiar with FIRPTA  
457 related law and regulations. For further information, see [www.irs.gov](http://www.irs.gov).

458 **39. IRC 1031 EXCHANGE:** If Buyer or Seller elects to complete an IRC 1031 exchange in this transaction, the other party will cooperate with them  
459 and the accommodator, if any, in a manner necessary to complete the exchange, so long as it will not delay the close of escrow or cause additional  
460 expense or liability to the cooperating party. Unless otherwise provided in this Agreement, this provision will not become a contingency to the Closing  
461 of this transaction.

462 **40. LEVY OF ADDITIONAL PROPERTY TAXES:** The Property (*select one*)  is  is not specially assessed for property taxes (for example, farm,  
463 forest, or other) in a way resulting in the levy of additional taxes in the future. If it is specially assessed, Seller represents the Property is current as  
464 to income or other conditions required to preserve its deferred tax status. If, as a result of Buyer's actions or the Closing of this transaction, the  
465 Property either is disqualified from special use assessment or loses its deferred tax status, then unless otherwise specifically provided in this  
466 Agreement, Buyer will be responsible for and will pay when due, any deferred and/or additional taxes and interest that may be levied against the  
467 Property, and will hold Seller completely harmless therefrom.

468 However, if as a result of Seller's actions before Closing, the Property either is disqualified from its entitlement to special use assessment or loses its  
469 deferred tax status, and if Seller did not disclose the upcoming disqualification or loss of status to Buyer in writing prior to Closing, Buyer may, at  
470 Buyer's sole option, promptly terminate this transaction and receive a refund of all Deposits paid by Buyer in anticipation of Closing; or close this  
471 transaction and hold Seller responsible to pay into Escrow all deferred and/or additional taxes and interest levied or recaptured against the Property  
472 and hold Buyer completely harmless therefrom. The preceding will not be construed to limit Buyer's or Seller's available remedies or damages arising  
473 from a breach of this section.

474 **41. HISTORIC PROPERTY DESIGNATION:** If the Property is or may be subject to a historic property local ordinance or is subject to or may qualify  
475 for the Historic Property Special Property Tax Assessment under [ORS 358.475 to 358.565](#), Seller will promptly provide OREF 045A – Historic Property  
476 Addendum.

**DEFINITIONS/MISCELLANEOUS**

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

- 478 (a) **Agent** means Buyer's and Seller's real estate agents licensed in the State of Oregon.
- 479 (b) **Agreement** or **Sale Agreement** means this Residential Real Estate Sale Agreement and any written offer, counteroffer, or addendum in  
480 any form or language that adds to, amends or otherwise modifies this Agreement that has been Signed and Delivered.
- 481 (c) **Business Day** means Monday through Friday, except days that are recognized by Oregon or the United States as official holidays.
- 482 (d) **Closing, Closed, or Closing Date** mean when the deed or contract is recorded and funds are available to Seller.
- 483 (e) **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  
484 placing it in the custody of a delivery service ("Manual Delivery"), or by pushing "send" or "start" on a device that sends facsimiles or in an  
485 electronic mail program ("Electronic Delivery").
- 486 (f) **Deposits** means the Deposit and any Additional Deposit described in Section 1 (Parties/Property Description/Price) of this Agreement.
- 487 (g) **Effective Date** means the date when this Agreement has been Signed and Delivered.
- 488 (h) **Firm** means the real estate company with which an Agent is affiliated.
- 489 (i) **Notice** means a written statement Delivered using the Notification Method described in Section 43(g) (Miscellaneous).
- 490 (j) **Notify** means delivering a Notice to the other party or their Agent.
- 491 (k) **Signed and Delivered** means the date and time the Seller and Buyer have: (i) signed a document, and (ii) Delivered it to the other party  
492 or their Agent. When a document is "Signed and Delivered," the document becomes legally binding on Buyer and Seller, and neither has the  
493 ability to withdraw it.

Buyer Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

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

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

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

498 (a) **Binding Effect.** This Agreement is binding on the heirs, successors, and assigns of Buyer and Seller. However, Buyer's rights and  
499 responsibilities under this Agreement or in the Property are not assignable without the prior written consent of Seller.

500 (b) **Counterparts.** This Agreement may be signed in multiple legible counterparts with the same legal effect as if all parties signed the same  
501 document.

502 (c) **Days.** Time calculated in days after the Effective Date will start on the first full Business Day after the Effective Date. Time calculated in  
503 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  
504 LBP Contingency Period will start on the calendar day after the OREF 021 – Lead-Based Paint Disclosure Addendum is Delivered. If a date is  
505 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  
506 more tenants is in possession, the "date Buyer is entitled to possession" will, for that purpose, be deemed to be the Closing Date.

507 (d) **Deadlines.** Except for the LBP Contingency Period identified in Section 14 (Lead-Based Paint Contingency Period), unless a different time  
508 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 last  
509 day of that deadline.

510 (e) **Electronic Transmission.** The sending of a signed acceptance of this Agreement via Electronic Delivery from one party, or their Agent, to  
511 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 method  
512 for transmitting a signed offer or acceptance of the Agreement (such as regular mail, certified mail, or overnight delivery), they should so  
513 specify at Section 27 (Additional Provisions) of this Agreement.

514 (f) **Nonparties.** Agent(s) and Firm(s) identified in the Final Agency Acknowledgment Section above are not parties to this Agreement but are  
515 subject to Section 48 (Mediation and Arbitration Involving Agents/Firms).

516 (g) **Notices.** Except as provided in Section 12 (Title Insurance), all written Notices or documents required or permitted under this Agreement  
517 to be Delivered to Buyer or Seller may be Delivered to their respective Agent with the same effect as if Delivered to that Buyer or Seller. On  
518 opening of this transaction with Escrow, Buyer, Seller, and their respective Agents, where applicable, will provide Escrow with their preferred  
519 means of receiving Notice (for example, email or text address, facsimile number, mailing or personal delivery address, or other), which will  
520 serve as the primary location for receipt of all Notices or documents (the "Notification Method"). Notice will be deemed Delivered as of the  
521 earliest of:

- 522 (i) the date and time the Notice is sent by email or fax;
- 523 (ii) the time the Notice is personally Delivered to either the Agent or the Agent's Office; or
- 524 (iii) three (3) calendar days after the date the Notice is posted in the U.S. Mail.

525 (h) **Time.** Time is of the essence of this Agreement.

526 (i) **Time Zones.** Any reference in this Agreement to a specific time refers to the time in the time zone where the Property is located.

**DISPUTE RESOLUTION**

527 **44. FILING OF CLAIMS:** All claims, controversies, and disputes between Seller, Buyer, Agents, and/or Firms, relating to the enforcement or  
528 interpretation of this Agreement (including those for rescission) as well as those relating to the validity or scope of the Sale Agreement, and all matters  
529 concerning the jurisdiction of the arbitrator(s) and/or Arbitration Service of Portland, to hear and decide questions of arbitrability (collectively, "Claims"),  
530 will be exclusively resolved in accordance with the procedures in this Agreement, which will survive Closing or earlier termination of this transaction.  
531 All Claims will be governed exclusively by Oregon law, and venue will be placed in the county where the Property is situated. Filing a Claim for  
532 arbitration will be treated the same as filing in court for purposes of meeting any applicable statute of limitations or statute of ultimate repose, and for  
533 purposes of filing a *lis pendens*. By consenting to the provisions in this Agreement, Buyer and Seller acknowledge they are giving up the constitutional  
534 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 \_\_\_\_\_

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**RESIDENTIAL CONDOMINIUM REAL ESTATE SALE AGREEMENT**

535 **45. EXCLUSIONS:** The following will not constitute Claims:

- 536 (a) Any proceeding to enforce or interpret a mortgage, trust deed, land sale contract or recorded construction lien;
- 537 (b) A forcible entry and detainer action, also known as an eviction;
- 538 (c) If the matter is exclusively between REALTORS® and is otherwise required to be resolved under the Code of Ethics & Professional
- 539 Standards Policies of the National Association of REALTORS®;
- 540 (d) 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
- 541 contains a mandatory mediation and/or arbitration provision; and
- 542 (e) Filing in court for the issuance of provisional process described under the Oregon Rules of Civil Procedure; however, such filing will not
- 543 constitute a waiver of the duty to utilize the dispute resolution procedures described in this Agreement.

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

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

546 [ORS 46.455\(3\)](#) states that a defendant may have a right to request a jury trial, neither Buyer nor Seller will have a right to request a jury trial and so

547 remove the matter from the Small Claims Department of the Circuit Court. A judgment in Small Claims Court is final and binding and there is no right

548 of appeal.

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

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

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

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

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

554 reasonable attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees. Provided, however, a prevailing party will not be entitled

555 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 party offered

556 or agreed in writing to participate in mediation before, or promptly on, the filing for arbitration.

557 **48. MEDIATION AND ARBITRATION INVOLVING AGENTS/FIRMS:** All Claims that include Agents or their Firms will be resolved in accordance with

558 the mediation and arbitration process described in Section 47, and if applicable, the prevailing party will be entitled to an award of attorney fees, filing

559 fees, costs, disbursements, and mediator and arbitrator fees, as provided in that section.

**SIGNATURE INSTRUCTIONS**

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

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

562 or written statement made by Seller, Seller's Agent, or Buyer's Agent that is not expressly contained in this Agreement. Neither Seller, Seller's Agent,

563 nor Buyer's Agent warrant the square footage of any structure or the size of any land being purchased. If square footage or land size is a material

564 consideration, all structures and land should be measured by Buyer before signing, or should be made an express contingency in this Agreement.

565 Because of the importance of consistent terminology and compatible documents, Buyer has chosen to use this Agreement and the other forms

566 provided by Oregon Real Estate Forms, LLC (OREF) for this transaction.

567 This offer will automatically expire on *(insert date and time)* \_\_\_\_\_ at \_\_\_\_\_  a.m.  p.m. (the "Offer Deadline"). If not

568 accepted by that time, Buyer may withdraw this offer before the Offer Deadline any time before Seller's transmission of signed acceptance. This offer

569 may be accepted by Seller only in writing.

570 Buyer \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_  a.m.  p.m. ←

571 Buyer \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_  a.m.  p.m. ←

572 This offer was Delivered by Seller's Agent to Seller for signature on *(insert date and time)* \_\_\_\_\_ at \_\_\_\_\_  a.m.  p.m.

Buyer Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

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

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**RESIDENTIAL CONDOMINIUM REAL ESTATE SALE AGREEMENT**

573 **50. AGREEMENT TO SELL/ACKNOWLEDGMENTS:** Seller accepts Buyer's offer. Seller acknowledges receipt of a completely filled-in copy of this  
574 Agreement, which Seller has fully read and understands. Seller acknowledges that Seller has not relied on any oral or written statement made by  
575 Buyer, Buyer's Agent, or Seller's Agent that is not expressly contained in this Agreement. Seller has reviewed the Seller Representations made in  
576 Section 18 (Seller Representations) and elsewhere in this Agreement and will promptly correct, in writing, any inaccurate representations. Because  
577 of the importance of consistent terminology and compatible documents, Seller has chosen to use this Agreement and the other forms provided by  
578 Oregon Real Estate Forms, LLC (OREF) for this transaction.

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

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

581 If delivery/transmission occurs after the Offer Deadline identified at Section 49 (Offer to Purchase) above, this Agreement will not become binding on  
582 Seller and Buyer unless they agree to extend the Offer Deadline by an addendum, counteroffer, or other writing, jointly signed by the parties. The  
583 parties' failure to do so will be treated as a rejection under Section 51, and this transaction will be automatically terminated.

584 **51. SELLER'S REJECTION/COUNTEROFFER:** (select only one)

585 (a)  Seller does not accept the above offer, but makes the attached counteroffer.

586 (b)  Seller rejects Buyer's offer.

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

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

Buyer Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

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

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