

NEW RESIDENTIAL CONSTRUCTION REAL ESTATE SALE AGREEMENT

FINAL AGENCY ACKNOWLEDGMENT

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

Buyer's Agent(s) Information:

Buyer's Agent 1*: _____ Oregon License #: _____
is the agent of: (select one) Buyer exclusively ("Buyer Agency") Both Buyer and Seller ("Disclosed Limited Agency")

Name of Real Estate Firm*: _____ Firm License #: _____

Buyer's Agent 1's Office Address: _____

Phone #1: _____ Phone #2: _____ E-mail: _____

Buyer's Agent 2*: _____ Oregon License #: _____
is the agent of: (select one) Buyer exclusively ("Buyer Agency") Both Buyer and Seller ("Disclosed Limited Agency")

Name of Real Estate Firm*: _____ Firm License #: _____

Buyer's Agent 2's Office Address: _____

Phone #1: _____ Phone #2: _____ E-mail: _____

Seller's Agent(s) Information:

Seller's Agent 1*: _____ Oregon License #: _____
is the agent of: (select one) Seller exclusively ("Seller Agency") Both Buyer and Seller ("Disclosed Limited Agency")

Name of Real Estate Firm*: _____ Firm License #: _____

Seller's Agent 1's Office Address: _____

Phone #1: _____ Phone #2: _____ E-mail: _____

Seller's Agent 2*: _____ Oregon License #: _____
is the agent of: (select one) Seller exclusively ("Seller Agency") Both Buyer and Seller ("Disclosed Limited Agency")

Name of Real Estate Firm*: _____ Firm License #: _____

Seller's Agent 2's Office Address: _____

Phone #1: _____ Phone #2: _____ E-mail: _____

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

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 in that Real Estate Firm, Buyer and Seller acknowledge that principal broker will become the disclosed limited agent for both Buyer and Seller as more fully explained in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller, and Agent(s).

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

Buyer _____ Print _____ Date _____ ←

Buyer _____ Print _____ Date _____ ←

Seller _____ Print _____ Date _____ ←

Seller _____ Print _____ Date _____ ←

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SALE AGREEMENT GENERAL TERMS

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 of the printed terms and provisions in this form, Seller and Buyer are encouraged to closely review Section 49 (Definitions) and Section 50 (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 alterations must be made on a separate document.

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

_____ offers to purchase from Seller (*insert name[s]*) _____

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

(a) Street Address: _____; and
(*If the above address does not adequately describe the Property, include the Tax Identification Number and/or other identifying information.*)

(b) Tax Identification Number(s): _____; and

(c) Other Identifying Information (lot/block number, etc.): _____.

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, defined in Section 35 (Escrow), for purposes of legal identification and conveyance of title.

Buyer offers to purchase the Property for the "Purchase Price" (in U.S. currency) of _____ A \$ _____ on the following terms: as earnest money, the sum of (the "Deposit") _____ B \$ _____

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on _____, as additional earnest money, the sum of (the "Additional Deposit").....C \$ _____
at or before Closing, the balance of the down payment
.....D \$ _____
at Closing and on delivery of the deed contract, the balance of the Purchase Price..... E \$ _____
will be paid as agreed to in the Financing Sections of this Agreement. *(Lines B, C, D, and E should equal Line A)*

2. FIXTURES/CONTROLS/KEYS: All fixtures and essential related equipment (for example, remote controls, Smart Home Features, and all keys 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; attached floor coverings; drapery rods and curtain rods; window and door screens; storm doors and windows; system fixtures (for example, irrigation, plumbing, ventilating, cooling and heating); water heaters; attached electric light and bathroom fixtures; light bulbs; fluorescent lamps; window blinds; awnings; fences; all planted shrubs, plants, and trees; except *(describe)* _____

For additional fixtures/controls/keys, see Addendum _____.

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

For additional personal property, see Addendum _____.

FINANCING

4. BUYER REPRESENTATION OF FUNDS: In this section: (a) "Funds" means the funds required for Closing of the Property, whether they are the 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 6 (Financed) or 7 (Seller-Carried Financing) in this Agreement; and (b) "Liquid" means Funds that are cash or immediately convertible to cash that are available to Buyer. Buyer represents that, upon signing this Agreement: *(select only one)*

(i) all Funds are Liquid;

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

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

For additional contingency details, see Addendum _____.

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 is a Seller-Carried Transaction, select and complete section 7.

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

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

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

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

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

(a) Conventional;

(b) FHA;

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

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

(d) Other: (*describe*) _____

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

Pre-Approval Letter. (*select one*)

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

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

(iii) Other: (*describe*) _____

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 of this Agreement, including but not limited to Section 23 (Smoke/Carbon Monoxide Detectors), Seller will promptly reimburse Buyer for any re-appraisal fee Buyer incurs.

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

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

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

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

(d) Other: *(describe)* _____

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.

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

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

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

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 in this section, this transaction will be automatically terminated, and all Deposits will be promptly refunded to 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 price and terms as Seller determines, at Seller's sole discretion.

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

(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 Pre-approval Letter a completed loan application for purchase of the Property. A "completed loan application" will include the following 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 value of the Property; and (vi) the loan amount sought.

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(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 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 the date of Buyer's signed notice of intent to proceed with the Loan.

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

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

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

(f) Buyer will authorize the Lender to order the appraisal of the Property before expiration of the Inspection Period, defined in Section 13 (Property Inspections), or Section 1 of the OREF 026 – New Construction Inspection Addendum if applicable.

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

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

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

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

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

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

9. ADDITIONAL FINANCING PROVISIONS: (*describe*) _____

For additional financing provisions, see Addendum _____.

INSURANCE

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

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 encouraged to promptly verify the need for, and availability and cost of flood insurance. An Elevation Certificate ("EC") is a document used by the National Flood Insurance Program to determine the difference in elevation between a structure and the elevation to which floodwater is anticipated 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 more information, go to www.fema.gov.

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CONTINGENCIES

12. TITLE INSURANCE: Within one (1) Business Day after the Effective Date, Seller or Seller's Agent will order from the title insurance company selected in Section 35 (Escrow), a preliminary title report and copies of or links to all documents of record (the "Reports and Documents") for the Property. The parties instruct Escrow to furnish the Reports and Documents to Buyer, as soon as the Reports and Documents are available, using the Notification Method described in Section 50(g) (Miscellaneous). Unless otherwise provided in this Agreement, this transaction is subject to Buyer's review and approval of the Report and Documents. If the Report and Documents are not fully understood, Buyer should contact the title insurance 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 issues.

Following delivery of the Report and Documents, and following delivery of each supplement to the Reports and Documents that contains material 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 matters disclosed in the Report and Documents which are unacceptable (the "Objections"). Buyer's failure to timely object in writing will constitute 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 Property pursuant to Section 40 (Deed). If within ___ Business Days (five [5] if not filled in) following Seller's receipt of the Objections, Seller fails to remove or correct any of the Objections, or fails to give written assurances reasonably satisfactory to Buyer of removal or correction before Closing, all Deposits will be promptly refunded to Buyer and this transaction will be terminated unless Buyer waives this contingency in writing. Within thirty (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 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 title exceptions agreed to be removed as part of this transaction. Subject to the requirement of the Homebuyer Protection Act (Section 29), if Buyer requires an early-issue policy of title insurance, (*select one*) Buyer Seller will pay the additional premium.

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13. PROPERTY INSPECTIONS: Buyer understands it is advisable to have complete inspections of the Property by qualified licensed professionals relating to such matters as structural condition, soil condition/compaction/stability, survey, zoning, operating systems, suitability for Buyer's intended purpose, and environmental issues. The following list identifies some, but not all, environmental issues found in and around many properties that may affect health: asbestos, carbon monoxide, electric and magnetic fields, formaldehyde, lead and other contaminants in drinking water and well water, lead-based paint, mold and mildew, radon, and leaking underground storage tanks. If Buyer has any concerns about these conditions or others, Buyer is encouraged to secure the services of a licensed professional inspector, consultant, or health expert for information and guidance. Buyer's and Seller's Agent are not qualified to conduct such inspections and will not be responsible to do so. For further details, Buyer is encouraged to review the website of the Oregon Public Health Division at www.public.health.oregon.gov.

(select only one)

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

Identify Invasive Inspections: _____

Buyer will restore the Property following any inspections or tests performed by Buyer or on Buyer's behalf. Buyer will have ___ Business Days (ten [10] if not filled in) after the date the Seller has Delivered to Buyer the certificate of occupancy (the "Inspection Period"), in which to complete all inspections and negotiations with Seller regarding any matters disclosed in any inspection report. Buyer will not provide all or any portion of the inspection reports to Seller unless 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 thirty (30) calendar days following termination, Buyer will promptly comply.

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

(b) Alternative Inspection Procedures. (select one)

(i) If construction is not yet completed, OREF 026 – New Construction Professional Inspection Addendum is attached to this Agreement.

(ii) If construction is completed, inspection addendum (specify) _____ is attached to this Agreement.

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

Identify Invasive Inspections: _____

Buyer will restore the Property following any inspections or tests performed by Buyer or on Buyer's behalf. Buyer will have ___ Business

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Days (ten [10] if not filled in) after the Effective Date in which to complete all inspections.

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

(e) **Other Inspection Addendum.** (specify) _____.

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

14. PRIVATE WELL:

Does the Property include a well that supplies or is intended to supply domestic water for household use? (select one) Yes No
If Yes, Buyer has attached OREF 082 – Private Well Addendum to this Agreement.

15. SEPTIC/ONSITE SEWAGE SYSTEM: Does the Property include a septic/onsite sewage system? (select one) Yes No
If Yes, Buyer has attached OREF 081 – Septic/Onsite Sewage System Addendum to this Agreement.

16. LEAD-BASED PAINT: Seller represents there are no structures located on the Property that were constructed before 1978.

17. DISCLOSURE/EXEMPTION: This exemption is only available to Seller if this section is fully completed. Seller represents that:

(a) this is the first sale of a dwelling that has never been occupied; and

(b) this home was constructed or installed under building or installation permit(s) # _____ issued by _____.

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CONDITIONS AND COMPONENTS OF THE PROPERTY

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

(a) The primary dwelling is connected to: *(select all that apply)*

(i) a public sewer system,

(ii) an on-site sewage system,

(iii) a public water system,

(iv) a private well, and/or

(v) other (for example, surface springs, cistern, etc.): _____

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

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

(d) At the time of Closing, the home will be in broom-clean condition, and the remainder of the Property will be clean and free of all equipment, tools, and construction debris.

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

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

(g) Seller represents and warrants that Seller has constructed all improvements in accordance with all applicable laws, ordinances, codes, and regulations.

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

(i) The Property is fully insured by Seller.

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

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

Buyer acknowledges that the above representations are not warranties regarding the condition of the Property and are not a substitute for, nor in lieu of, Buyer's own responsibility to conduct a thorough and complete independent investigation, including the use of professionals, where appropriate, regarding all material matters bearing on the condition of the Property, its value and its suitability for Buyers intended use. Buyer's and Seller's Agents will not be responsible for conducting any inspection or investigation of any aspects of the Property.

19. SELLER'S MAINTENANCE AND INSURANCE OBLIGATIONS: If construction has been completed, Seller will maintain all electrical wiring, heating, cooling, plumbing, irrigation equipment and systems and the balance of the Property, including the yard, in substantially their present condition until the time Buyer is entitled to possession. Seller will keep the Property fully insured through Closing.

20. "AS-IS": *(select only one)*

(a) Except for Seller's express written agreements and written representations contained in this Agreement, Buyer is purchasing the Property "AS-IS," in its condition at the time of Closing and with all defects apparent or not apparent. This provision does not limit: (i)

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Seller's obligation to complete any construction, punch list and other work described in this Agreement; (ii) Seller's other agreements, representations and warranties in this Agreement; or (iii) Buyer's rights under implied new home warranties, if any, that may exist under Oregon law.

(b) See attached Addendum _____ regarding Seller warranties and/or disclaimers, if any.

21. APPROVED USES: THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN [ORS 30.930](#), IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER [ORS 195.300](#), [195.301](#) 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 LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN [ORS 92.010](#) OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER [ORS 195.300](#), [195.301](#) 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 LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

22. HOMEOWNERS ASSOCIATION/TOWNHOME/PLANNED COMMUNITY:
Is the Property a townhome, in a planned community, or does it have a Homeowner's Association? (select one)..... Yes No Unknown
If Yes or Unknown, Buyer has attached OREF 024 - Homeowners Association/Townhome/Planned Community Addendum to this Agreement. In this Agreement, "townhome" means a connected home where the owner also owns

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the ground beneath the home, and “planned community” means a residential subdivision, not a condominium or timeshare, in which owners are collectively responsible for part of the subdivision.

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

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

25. SOLAR PANEL SYSTEM: Does the Property contain solar panels? (*select one*) Yes No
If Yes, Seller will promptly provide Buyer with OREF 105 – Solar Panel System Addendum.

26. COMMENCEMENT OF CONSTRUCTION: If construction has not begun as of the date Buyer and Seller have signed this Agreement, the term “commencement of construction” is defined to mean the date excavation on the lot begins, which is estimated to be (*insert date*) _____.

27. PLANS AND SPECIFICATIONS: If construction on the Property has not been completed before the date Buyer and Seller have signed and accepted this Agreement, where applicable, they are encouraged to complete an Addendum regarding such things as the selection of colors, coverings, hard surfaces, lighting fixtures, cost of upgrades, etc. If Buyer and Seller have not agreed upon the plans and specifications for any new construction on the Property as of the date they have signed this Agreement, they will do so within the following _____ Business Days (seven [7] if not filled in). Upon failure to reach such agreement in writing, this transaction will be terminated, and all earnest money will be promptly returned to Buyer.

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28. CONSTRUCTION LIENS: Seller warrants and represents that from and after the date of Closing, all Seller's contractors, subcontractors, suppliers, and all others who provided labor or material to the Property or who have the right to lien, will have been fully paid and/or will have released all of their lien rights as against the Property.

29. HOMEBUYER PROTECTION ACT: Oregon's Homebuyer Protection Act (the "Act") is designed to protect homebuyers against construction lien claims arising before Closing but recorded after Closing of the sale. The Act applies to single-family residences, condominiums, and one-to-four family residential buildings. It provides that if construction is completed on certain new or existing residential property within three (3) months before the sale, the seller is required to provide to the buyer certain protection from the construction liens. It also requires that before Closing, the seller must deliver to the buyer a completed and signed form designated by the Oregon Construction Contractors Board, specifying either the method of protection selected by the seller or stating that it does not apply to the subject property. For further information and other related forms, check with your Title Company or legal counsel, or visit www.ccb.state.or.us.

30. CONSTRUCTION CONTRACTOR'S BOARD: Seller represents that:

(a) Seller is currently licensed with the Oregon Construction Contractor's Board ("CCB") and holds the following endorsements: (select all that apply) Residential, Commercial;

(b) To the best of Seller's knowledge, Seller is in full compliance with all requirements of [ORS Chapter 701](#) governing construction contractors;

(c) To the best of Seller's knowledge, Seller is in full compliance with all state and federal laws regarding social security, income and unemployment taxes, and workers compensation insurance;

(d) Seller is bonded as required by Oregon laws, and that bond has not been reduced, exhausted or cancelled;

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- (e) Seller is insured for public liability, personal injury and property damage, as required by Oregon laws and that insurance has not been reduced, exhausted or cancelled;
- (f) Seller has used and will only use licensed subcontractors properly endorsed for the work to be performed as required by law; and
- (g) Seller has not been sanctioned or disciplined by the CCB.

Exceptions to Items (a) through (g) are: *(describe)* _____

If Buyer is contracting with Seller to construct certain improvements on the Property, Buyer should verify that Seller is properly licensed and in good standing with the CCB. Buyer is advised that subject to certain limitations, Oregon law permits the owner of a residential structure to file a claim against a licensed contractor for negligent or improper work, breach of contract, and other specific reasons related to the construction of improvements to real property. Generally, such claims may only be filed within one (1) year following occupancy of the residence or two (2) years of Completion, whichever occurs first. For a general description of Buyer's and Seller's rights, responsibilities, and related forms, see <http://www.ccb.state.or.us/>.

31. INSULATION: Seller will promptly provide Buyer with information regarding the type of insulation, its location, its thickness, and R-value used throughout the home.

32. WORKERS' COMPENSATION INSURANCE: Buyer is advised that subject to certain limitations, Oregon law requires employers to maintain workers' compensation insurance for their employees through an authorized workers' compensation carrier. If Buyer is contracting with Seller to construct certain improvements on the Property, Buyer should verify that Seller maintains workers' compensation insurance for its employees. If Buyer directly hires any contractors or subcontractors, Buyer should similarly ensure that they maintain workers' compensation insurance.

33. HOME WARRANTIES; CONTRACTOR WARRANTIES; RECOMMENDED MAINTENANCE SCHEDULES: These plans are voluntary

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and may be negotiated directly between Seller and Buyer. Attach Addendum _____ to describe any such plans, the provider, and who will pay for it. Buyer should review such plans in advance of signing this Agreement.

(a) In addition, Oregon law requires that contractors entering into a contract to build a new residential structure on or after July 1, 2008, must make a written offer of warranty (the “Contractor’s Warranty”) see [ORS 701.320](#), to a buyer who is the owner or first purchaser which covers defects in materials and workmanship for the structure. The type, extent, scope, cost, provider, and length of the Contractor’s Warranty are up to Seller. Buyer may refuse the Contractor’s Warranty and Seller may withdraw the offer to construct the structure, as long as this Agreement has not yet been signed by both parties.

(i) Has Buyer received a copy of the Contractor’s Warranty before signing this Agreement? (*select one*) Yes No

(ii) Buyer (*select one*) accepts rejects Contractor’s Warranty.

(b) Pursuant to [ORS 701.335](#) for all new residential structures (one-to-four family dwellings, condominiums, modular homes, manufactured dwellings, and floating homes) on which construction is Completed on or after July 1, 2008, and Buyer is the first purchaser or owner of the structure, Seller will provide Buyer with a recommended maintenance schedule. The CCB has prepared a recommended minimum maintenance schedule in Oregon Administrative Rule 812-012-01209(4). The maintenance schedule must be given by contractor to Buyer at the time that the written offer of warranty is made under [ORS 701.320](#).

(i) Has Buyer received a copy of the maintenance schedule before signing this Agreement? (*select one*) Yes No

(c) Seller to complete and provide any CCB required documents, notices, and/or disclosures, as well as those required by other state statutes or rules, to Buyer in a timely manner.

34. ADDITIONAL PROVISIONS: (*describe*) _____

For additional provisions, see Addendum _____.

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ESCROW/CLOSING

35. ESCROW: This transaction will be Closed at (*identify*) _____ ("Escrow"), a neutral escrow company licensed and located in the State of Oregon. Costs of Escrow will be shared equally between Buyer and Seller unless specifically prohibited by the U.S. Department of Veterans Affairs (Federal VA). Any transfer tax will be shared equally between Buyer and Seller. 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 sale the expense of furnishing such policy, Seller's recording fees, Seller's Closing costs, and any liens and encumbrances on the Property payable 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 Lender's fees if any. Real estate fees or compensation for professional real estate services provided by Buyer's or Seller's Agents' Firms will be paid at Closing in accordance with the listing agreement, buyer representation agreement, or other written agreement for compensation.

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

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

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

Upon deposit of the Deposit in accordance with this Agreement, Buyer will take no steps to withdraw or authorize withdrawal of the Deposit, except in accordance

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with the terms and conditions of this Agreement. If Buyer attempts or succeeds in any withdrawal of the Deposit, it will be 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 purchase.

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 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.

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

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 to Buyer or Seller regarding the funds.

37. EARLY RELEASE OF DEPOSIT: In consideration of Seller Completing the home to Buyer's specifications, Buyer and Seller agree, after the earnest money is deposited and/or redeemed in accordance with the preceding instructions, the funds: *(select only one)*

(a) will not be disbursed to Seller before Closing; or

(b) will be disbursed to Seller before Closing as follows: *(describe)* _____, in which case, the funds will become nonrefundable to Buyer so long as Seller is not otherwise in default under this Agreement.

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

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

38.2. Earnest Money Payment to Seller. If Seller signs and accepts this Agreement and title is marketable, Seller, at Seller's option, may terminate 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 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 for Buyer's earnest money; or (c) Buyer fails to complete this transaction in accordance with the material terms of this Agreement. The parties expressly agree Seller's economic and non-economic damages arising from Buyer's failure to close this transaction in accordance with the terms of this Agreement would be difficult or impossible to ascertain with any certainty, that the Deposits identified in this Agreement are a fair, reasonable, and appropriate estimate of those damages, and represent a binding liquidated sum, not a penalty.

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 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 to be paid in this Agreement will be resolved as described in the Dispute Resolution Sections.

39. CLOSING: The terms "Complete," "Completion," "Completed," or "Completing" are defined to mean the date an occupancy permit, or equivalent, is issued by the applicable jurisdiction in which the Property is located. (*select one of the following*)

- (a) Construction of all improvements has been Completed as of the date Buyer and Seller signed and accepted this Agreement. Closing will occur on a date mutually agreed upon by Buyer and Seller, but, in no

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event later than (*insert date*) _____ (the “Closing Deadline”). Buyer and Seller acknowledge that for Closing to occur by the Closing Deadline, it may be necessary to execute documents and deposit funds in escrow before that date.

(b) Construction of all improvements has not been Completed as of the date Buyer and Seller sign this Agreement. Seller will exercise Seller's best efforts to complete construction and Close this transaction by (*insert date*) _____ (the “Projected Closing Date”). Buyer and Seller will cooperate with each other in processing all appropriate applications, permits and approvals in a timely manner. However, the Projected Closing Date may be extended a reasonable time, not to exceed ___ Business Days (thirty [30] if not filled in), if construction is delayed by any damage caused by fire or other casualties, extreme weather conditions, general strike or lock-outs caused by the acts of employees, or for any reason not within the normal control of Seller (such as delays in the delivery of items selected by Buyer, shortage of materials, etc.). Section 7 (Seller-Carried Financing) requires three (3) Business Days before the Closing Deadline if Escrow is to prepare a note and a deed of trust or mortgage.

Pursuant to the TILA-RESPA Integrated Disclosure Act (“TRID”) Buyer and Seller will each receive a “Closing Disclosure” which, among other things, summarizes each party’s closing costs. TRID requires the Closing Disclosure must be received by a residential loan borrower at least three (3) Business Days before “consummation” of the transaction, which in most cases in Oregon will be the date on which Buyer signs the loan documents. 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-business day rule. Such a delay beyond the Closing Deadline could result in termination of the transaction unless Seller and Buyer mutually agree to extend it.

40. DEED: Seller will convey marketable title to the Property by statutory warranty deed (or good and sufficient personal representative’s or trustee’s 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 ordinances, building and use restrictions, reservations in federal patents, easements, covenants, conditions and restrictions, and those matters accepted by Buyer

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pursuant to Section 12 (Title Insurance). Buyer is advised to secure legal advice regarding different forms of ownership and rights of survivorship. Agents are not qualified to provide advice on these issues. Once the form of ownership is determined, Buyer will promptly notify Escrow.

41. POSSESSION: Possession of the Property will be delivered by Seller to Buyer: (*select one*)

- (a) by 5:00 p.m. on the date of Closing;
- (b) by (*insert time*) _____ a.m. p.m. ____ calendar days after Closing;
- (c) by (*insert time*) _____ a.m. p.m. on (*insert date*) _____.

42. PROPERTY CONDITION AT POSSESSION: Before Buyer possession, Seller will remove all of Seller's personal property, including trash, except for the items described in Section 3 (Personal Property). In addition, Seller will (*specify additional property conditions*) _____

For additional property conditions at possession, see Addendum _____.

43. PRORATIONS: Prorates for current year's taxes and other prepaid expenses or assessments attributable to the Property will be as of (*select one*) the Closing Date the date Buyer is entitled to possession other (*specify*) _____

44. 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 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. Seller will not terminate or disconnect electric, gas, heating fuel/propane, or water utilities before the date Buyer is entitled to possession unless the parties agree otherwise in writing.

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TAXES

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

46. FIRPTA TAX WITHHOLDING REQUIREMENT: The Foreign Investment in Real Property Tax Act ("FIRPTA") requires a buyer to withhold a portion 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 generally a person who is not a U.S. citizen or a resident alien (a "green card" holder).

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 with FIRPTA compliance, see OREF 092 – Advisory Regarding FIRPTA Tax. Seller's failure to comply with FIRPTA is a material default under this Agreement.

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 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, 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 Statement that complies with 26 U.S.C. § 1445(b)(9) at Closing.

If Escrow does not agree to assist with FIRPTA compliance (including providing the form Certificate or acting as a Qualified Substitute), then either 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 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 extended by five (5) Business Days to accommodate the move.

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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 Withholding Requirement. If FIRPTA may apply in this transaction, Seller and Buyer should promptly consult their own experts familiar with FIRPTA related law and regulations. For further information, see www.irs.gov.

47. IRC 1031 EXCHANGE: If Buyer or Seller elects to complete an IRC 1031 exchange in this transaction, the other party will cooperate with them 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 expense or liability to the cooperating party. Unless otherwise provided in this Agreement, this provision will not become a contingency to the Closing of this transaction.

48. LEVY OF ADDITIONAL PROPERTY TAXES: The Property (*select one*) is is not specially assessed for property taxes (for example, farm, 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 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 Property either is disqualified from special use assessment or loses its deferred tax status, then unless otherwise specifically provided in this 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 Property, and will defend Seller against any liabilities or claims arising out of those taxes or assessments.

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 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 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 transaction and hold Seller responsible to pay into Escrow all deferred and/or additional taxes and interest levied or recaptured against the Property and will defend Buyer against any liabilities or claims arising out of those taxes or assessments. The preceding will not be construed to limit Buyer's or Seller's available remedies or damages arising from a breach of this section.

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DEFINITIONS/MISCELLANEOUS

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

(a) Agent means Buyer's and Seller's real estate agents licensed in the State of Oregon.

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

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

(d) Closing, Closed, or Closing Date mean when the deed or contract is recorded and funds are available to Seller.

(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 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 electronic mail program ("Electronic Delivery").

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

(g) Effective Date means the date and time when the Seller and Buyer have (i) signed a document, and (ii) Delivered it to the other party or their Agent. When both events have occurred, the document becomes legally binding on Buyer and Seller, and neither has the ability to withdraw it.

(h) Firm means the real estate company with which an Agent is affiliated.

(i) Notice means a written statement Delivered using the Notification Method described in Section 50(g).

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(j) **Notify** means delivering a Notice to the other party or their Agent.

(k) **Signed and Delivered** means Seller and Buyer have: (i) signed a document, and (ii) Delivered it to the other party or their Agent. When a document is “Signed and Delivered,” the document becomes legally binding on Buyer and Seller, and neither has the ability to withdraw it.

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

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

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

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

(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 days after a triggering event, such as delivery of a document, will start on the first full Business Day after the triggering event. If a date is 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 more tenants is in possession, the “date Buyer is entitled to possession” will, for that purpose, be deemed to be the Closing Date.

(d) **Deadlines.** Unless a different 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 last day of that deadline.

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(e) **Electronic Transmission.** The sending of a signed acceptance of this Agreement via Electronic Delivery from one party (or their 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 method for transmitting a signed offer or acceptance of the Agreement (such as regular mail, certified mail, or overnight delivery), they should so specify at Section 34 (Additional Provisions) of this Agreement.

(f) **Nonparties.** Agent(s) and Firm(s) identified in the Final Agency Acknowledgment Section above are not parties to this Agreement but are subject to Section 55 (Mediation and Arbitration Involving Agents/Firms).

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

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

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

(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.

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DISPUTE RESOLUTION

51. FILING OF CLAIMS: All claims, controversies, and disputes between Seller, Buyer, Agents, and/or Firms, relating to the enforcement or 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 concerning the jurisdiction of the arbitrator(s) and/or Arbitration Service of Portland, to hear and decide questions of arbitrability (collectively, "Claims"), will be exclusively resolved in accordance with the procedures in this Agreement, which will survive Closing or earlier termination of this 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 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, 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 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.

52. EXCLUSIONS: The following will not constitute Claims:

- (a) Any proceeding to enforce or interpret a mortgage, trust deed, land sale contract or recorded construction lien;
- (b) A forcible entry and detainer action, also known as an eviction;
- (c) If the matter is exclusively between REALTORS[®] and is otherwise required to be resolved under the Code of Ethics & Professional Standards Policies of the National Association of REALTORS[®];
- (d) If the matter relates to real estate compensation or fee with an Agent or Firm, and the written listing, service, or fee agreement with Buyer or Seller contains a mandatory mediation and/or arbitration provision; and
- (e) Filing in court for the issuance of provisional process described under the Oregon Rules of Civil Procedure; however, such filing will not constitute a waiver of the duty to utilize the dispute resolution procedures described in this Agreement.

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53. SMALL CLAIMS BETWEEN BUYER AND SELLER: All Claims between Buyer and Seller within the jurisdiction of the Small Claims Court of 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. Even though [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 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 of appeal.

54. MEDIATION AND ARBITRATION BETWEEN BUYER AND SELLER: If Buyer's or Seller's Agent is a member of the National Association of REALTORS[®], all Claims will be submitted to mediation as offered by the local REALTOR[®] Association, if available. If mediation is not available through the Agent's REALTOR[®] organization, then all Claims will be submitted to mediation through the program administered by Arbitration Service of Portland ("ASP"). All Claims that have not been resolved by mediation as described in this Agreement will be submitted to final and binding arbitration 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 reasonable attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees. Provided, however, a prevailing party will 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 party offered or agreed in writing to participate in mediation before, or promptly on, the filing for arbitration.

55. MEDIATION AND ARBITRATION INVOLVING AGENTS/FIRMS: All Claims that include Agents or their Firms will be resolved in accordance with the mediation and arbitration process described in Section 54 (Mediation and Arbitration Between Buyer and Seller), and if applicable, the prevailing party will be entitled to an award of attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees, as provided in that section.

SIGNATURE INSTRUCTIONS

56. OFFER TO PURCHASE: Buyer offers to purchase the Property on the terms and conditions in this Agreement. Buyer acknowledges receipt of a completely filled-in copy of this Agreement, which Buyer has fully read and

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understands. Buyer acknowledges that Buyer has not relied on any oral 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, 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 consideration, all structures and land should be measured by Buyer before signing, or should be made an express contingency in this Agreement. Because of the importance of consistent terminology and compatible documents, Buyer has chosen to use this Agreement and the other forms provided by Oregon Real Estate Forms, LLC ("OREF") for this transaction.

This offer will automatically expire on (*insert date and time*) _____ at _____ a.m. p.m. (the "Offer Deadline"). If not accepted by that time, Buyer may withdraw this offer before the Offer Deadline any time before Seller's transmission of signed acceptance. This offer may be accepted by Seller only in writing.

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

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

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

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

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

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

If delivery/transmission occurs after the Offer Deadline identified at Section 56, this Agreement will not become binding on Seller and Buyer unless they agree to extend the Offer Deadline by an addendum, counteroffer, or other writing, jointly signed by the parties. The parties' failure to do so will be treated as a rejection under Section 58, and this transaction will be automatically terminated.

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

- (a) Seller does not accept the above offer, but makes the attached counteroffer.
- (b) Seller rejects Buyer's offer.

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

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