

SELLER'S FEE AGREEMENT

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

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

Seller and Buyer's Agent agree as follows:

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

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

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

SELLER'S FEE AGREEMENT

- (a) _____ % of the sale price identified in the final Sale Agreement; or
(b) a flat fee in the amount of \$_____.

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

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

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

6. ADDITIONAL TERMS: (*describe*) _____

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

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

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

Seller Phone Number _____ Seller Email Address _____

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE AND DATE OREF 051 | Released 01/2024
No portion of this form may be reproduced without the express permission of Oregon Real Estate
Forms, LLC | Copyright Oregon Real Estate Forms, LLC 2022

This form has been licensed for use solely by the user named below under the terms of the Oregon
Real Estate Forms license agreement located at: <https://orefonline.com/oref-forms-license-terms-and-conditions>.
Page 2 of 3

SELLER'S FEE AGREEMENT

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

Print Name _____

Firm _____

Buyer's Agent 1 Phone Number _____

Buyer's Agent 1 Email Address _____

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

Print Name _____

Firm _____

Buyer's Agent 2 Phone Number _____

Buyer's Agent 2 Email Address _____