

**VACANT LAND 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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**VACANT LAND 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 36 (Definitions) and Section 37  
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 22 (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*)

**FINANCING**

61 **2. BUYER REPRESENTATION OF FUNDS:** In this section: (a) "Funds" means the funds required for Closing of the Property, whether they are the  
62 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  
63 4 (Financed) or 5 (Seller-Carried Financing) of this Agreement; and (b) "Liquid" means Funds that are cash or immediately convertible to cash that  
64 are available to Buyer. Buyer represents that, upon signing this Agreement: (*select only one*)

65 (i)  all Funds are Liquid;

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

68 \_\_\_\_\_

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

70 \_\_\_\_\_

71 \_\_\_\_\_

72 \_\_\_\_\_

73 \_\_\_\_\_, For additional contingency details, see Addendum \_\_\_\_\_.

74 *If the transaction is an all-cash transaction, select and complete section 3. If the transaction is financed, select and complete sections 4 – 4.3. If this*  
75 *is a Seller-Carried Transaction, select and complete section 5.*

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

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

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

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

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

79 (c)  Other: *(describe)* \_\_\_\_\_

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

83 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  
84 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  
85 otherwise in writing, all Deposits will be promptly refunded, and this transaction will be terminated.

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

87 (a)  Conventional;

88 (b)  FHA;

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

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

91 (d)  Other: *(describe)* \_\_\_\_\_

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

93 Pre-Approval Letter. *(select one)*

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

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

96 (iii)  Other: *(describe)* \_\_\_\_\_

97 **4.1. Financing Contingencies.** If Buyer is financing any portion of the Purchase Price (the "Loan"), then this transaction is subject to the following  
98 contingencies (the "Financing Contingencies"):

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

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

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

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

103 \_\_\_\_\_

104 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  
105 time.

106 **4.2. Failure of Financing Contingencies.** If Buyer receives actual notification from Lender that any Financing Contingencies have failed or  
107 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  
108 Buyer's Notice to Seller to either:

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

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

112 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  
113 in this section, this transaction will be automatically terminated, and all Deposits will be promptly refunded to Buyer. Buyer understands that on  
114 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,  
115 at Seller's sole discretion.

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

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

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- 116 **4.3. Buyer's Obligations Regarding Financing.** Buyer represents to and agrees with Seller as follows:
- 117 (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
- 118 Pre-approval Letter a completed loan application for purchase of the Property. A "completed loan application" will include the following
- 119 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
- 120 value of the Property, and (vi) the loan amount sought.
- 121 (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
- 122 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
- 123 of the date of Buyer's signed notice of intent to proceed with the Loan.
- 124 (c) After Buyer notifies Lender of Buyer's intent to proceed with the Loan, Buyer will complete all paperwork requested by the Lender, including
- 125 payment of all application, appraisal, and processing fees, to obtain the Loan.
- 126 (d) Buyer will not replace the Lender or loan program selected in Section 4 (Financed) without Seller's written consent, which may be withheld
- 127 at Seller's sole discretion.
- 128 (e) Following submission of Buyer's loan application, Buyer will keep Seller promptly informed of all material non-confidential developments
- 129 regarding Buyer's financing and the time of Closing.
- 130 (f) Buyer will authorize the Lender to order the appraisal of the Property before expiration of the Inspection Period, defined in Section 11
- 131 (Property Inspections), or Section 1 of the OREF 058 – Professional Inspection Addendum if applicable.
- 132 (g) Buyer authorizes Buyer's Lender to provide non-confidential information to Buyer's and Seller's Agents regarding Buyer's loan application
- 133 status.

134 **5.  SELLER-CARRIED FINANCING:** If the Seller is financing all or a portion of the Purchase Price through a land sale contract, promissory note

135 and trust deed/mortgage, option, or lease-to-own agreement (a "Seller-Carried Transaction"), Buyer and Seller are advised to review the OREF 032

136 – Advisory Regarding Seller-Carried Transactions. Buyer and Seller will: (*select only one*)

- 137 (a)  use the OREF 033 – Seller-Carried Transaction Addendum and related forms; or
- 138 (b)  secure a mortgage loan originator ("MLO") or legal counsel to negotiate and draft the necessary documents.

139 Regardless of the option selected above, Seller and Buyer will reach a signed written agreement specifying the terms and conditions of such financing

140 (for example, the down payment, interest rate, amortization, term, payment dates, late fees, and balloon dates) within \_\_\_\_ Business Days (ten [10]

141 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

142 Negotiation of Terms Period, all Deposits will be refunded to Buyer and this transaction will be automatically terminated. Oregon law requires, unless

143 exempted, that individuals offering or negotiating the terms must be an Oregon-licensed attorney or hold an MLO license. Real estate agents are not

144 qualified to provide these services or give advice in this regard. Legal advice is strongly recommended.

145 **6. SELLER CONTRIBUTIONS:** Is Buyer requesting Seller contributions toward Buyer's expenses in this transaction? (*select one*) .....  Yes  No

146 If Yes, Buyer has attached OREF 048 - Seller Contributions Addendum to this Agreement.

147 **7. ADDITIONAL FINANCING PROVISIONS:** (*describe*) \_\_\_\_\_

148 \_\_\_\_\_

149 \_\_\_\_\_, For additional financing provision, see Addendum \_\_\_\_\_.

**INSURANCE**

150 **8. PROPERTY AND CASUALTY INSURANCE:** Buyer is encouraged to promptly verify the availability and cost of property and casualty insurance

151 that will be secured for the Property. Additionally, Lender may require proof of that insurance as a condition of a new loan.

152 **9. 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

153 encouraged to promptly verify the need for, and availability and cost of flood insurance. An Elevation Certificate ("EC") is a document used by the

154 National Flood Insurance Program to determine the difference in elevation between a structure and the elevation to which floodwater is anticipated

155 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

156 more information, go to [www.fema.gov](http://www.fema.gov).

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

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

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**VACANT LAND REAL ESTATE SALE AGREEMENT****CONTINGENCIES**

157 **10. TITLE INSURANCE:** Within one (1) Business Day after the Effective Date, Seller or Seller's Agent will order from the title insurance company  
158 selected in Section 22 (Escrow), a preliminary title report and copies of or links to all documents of record (the "Report and Documents") for the  
159 Property. The parties instruct Escrow to furnish the Reports and Documents to Buyer, as soon as the Reports and Documents are available using the  
160 Notification Method described in Section 37(g) (Miscellaneous). Unless otherwise provided in this Agreement, this transaction is subject to Buyer's  
161 review and approval of the Report and Documents. If the Report and Documents are not fully understood, Buyer should contact the title insurance  
162 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  
163 issues.

164 Following delivery of the Report and Documents, and following delivery of each supplement to the Reports and Documents that contains material  
165 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  
166 matters disclosed in the Report and Documents which are unacceptable (the "Objections"). Buyer's failure to timely object in writing will constitute  
167 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  
168 Property pursuant to Section 26 (Deed). If within \_\_\_\_ Business Days (five [5] if not filled in) following Seller's receipt of the Objections, Seller fails to  
169 remove or correct any of the Objections, or fails to give written assurances reasonably satisfactory to Buyer of removal or correction before Closing,  
170 all Deposits will be promptly refunded to Buyer and this transaction will be terminated unless Buyer waives this contingency in writing. Within thirty  
171 (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  
172 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  
173 title exceptions agreed to be removed as part of this transaction.

174 **11. PROPERTY INSPECTIONS:** Buyer understands it is advisable to have complete inspections of the Property by qualified licensed professionals  
175 relating to such matters as structural condition, soil condition/compaction/stability, survey, zoning, operating systems, suitability for Buyer's intended  
176 purpose, and environmental issues. The following list identifies some, but not all, environmental issues found in and around many properties that may  
177 affect health: asbestos, carbon monoxide, electric and magnetic fields, formaldehyde, lead and other contaminants in drinking water and well water,  
178 lead-based paint, mold and mildew, radon, and leaking underground storage tanks. If Buyer has any concerns about these conditions or others, Buyer  
179 is encouraged to secure the services of a licensed professional inspector, consultant, or health expert for information and guidance. Buyer's and  
180 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  
181 the website of the Oregon Public Health Division at [www.public.health.oregon.gov](http://www.public.health.oregon.gov).

182 (select only one)

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

186 Identify Invasive Inspections: \_\_\_\_\_

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

188 Buyer will have the right to enter the Property and to conduct an investigation and a feasibility study of the suitability of the Property for Buyer's  
189 intended use including, but not limited to, market feasibility, engineering and soils studies, investigation of zoning, subdivision, or other land  
190 use restrictions, and availability of utilities.

191 Buyer will have \_\_\_\_ Business Days (ten [10] if not filled in) after the Effective Date (the "Inspection Period"), in which to complete all  
192 inspections and negotiations with Seller regarding any matters disclosed in any inspection report. Buyer will not provide all or any portion of  
193 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  
194 report during this transaction or within thirty (30) calendar days following termination, Buyer will promptly comply.

195 Seller will not be required to modify any terms of this Agreement. Unless a written agreement has already been reached with Seller regarding  
196 Buyer's requested repairs, Buyer may give Notice to Seller, using OREF 064 – Notice of Buyer's Unconditional Disapproval, at any time during  
197 the Inspection Period, of Buyer's unconditional disapproval of the Property based on any inspection report, in which case all Deposits will be  
198 promptly refunded and this transaction will be terminated. If Buyer fails to provide Seller with written unconditional disapproval of any inspection  
199 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

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

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

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200 deemed to have accepted the condition of the Property. If before expiration of the Inspection Period, written agreement is reached with Seller  
201 regarding Buyer's requested repairs, the Inspection Period will automatically terminate unless the parties agree otherwise in writing.

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

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

208 Identify Invasive Inspections: \_\_\_\_\_

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

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

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

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

**12. PRIVATE WELL:**

217 Does the Property include a well that supplies or is intended to supply domestic water for household use? (select one) .....  Yes  No  
218 If Yes, Buyer has attached OREF 082 – Private Well Addendum to this Agreement.  
219

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

222 **14. SELLER PROPERTY DISCLOSURE LAW:** Buyer and Seller acknowledge, subject to certain exclusions, Oregon's Seller Property Disclosure  
223 Law (ORS 105.462 – 105.490) applies only to real property transactions improved with one-to-four family dwellings and does not apply to transactions  
224 involving vacant land.

225 **15. SELLER VACANT LAND DISCLOSURES:** Although not required by law, unless waived by Buyer in writing, Seller will complete the OREF 019  
226 – Vacant Land Disclosure Addendum (the "Disclosure Addendum") for delivery to all prospective buyers making offers to purchase the Property. The  
227 Disclosure Addendum addresses the current condition of the Property and asks Seller to provide pertinent documents and information. Seller's  
228 answers are based solely upon Seller's actual knowledge of the condition of the Property, without necessarily having performed any inspections or  
229 tests. Buyer is encouraged to use experts and specialists to assist with Buyer's due diligence, regardless of whether Seller provides a complete  
230 Disclosure Addendum. Neither Seller's nor Buyer's Agents are experts or specialists in vacant land. As more fully described in the Disclosure  
231 Addendum, Buyer will have a right to revoke their offer if timely given in writing to Seller within the defined Revocation Period, which will commence  
232 on the first Business Day following its date of delivery to Buyer. Unless waived below, until the Disclosure Addendum is Delivered to Buyer with all  
233 relevant documents and information, the Revocation Period does not commence. This means that a Buyer can revoke the transaction at any time  
234 until the delivery and the Revocation Period has expired, or the time of Closing, whichever first occurs. (select only one)

235 (a)  Buyer's offer is conditioned upon receiving Seller's Disclosure Addendum within three (3) Business Days following the date this  
236 Agreement is signed and accepted by the parties. Buyer does not waive the right of revocation described in the Disclosure Addendum.

237 (b)  Buyer's offer is conditioned upon receiving Seller's Disclosure Addendum within three (3) Business Days following the date this  
238 Agreement is signed and accepted by the parties. Buyer expressly waives the right of revocation described in the Disclosure Addendum.

239 (c)  Buyer expressly waives the right to receive the Disclosure Addendum and all rights described in the Disclosure Addendum.

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

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

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**VACANT LAND REAL ESTATE SALE AGREEMENT****CONDITIONS AND COMPONENTS OF THE PROPERTY**

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

242 (a) The Property is served by and/or connected to: (*select all that apply*)

243 (i)  a public sewer system,

244 (ii)  an on-site sewage system,

245 (iii)  a public water system,

246 (iv)  a private well, and/or

247 (v)  other (for example, surface springs, cistern, etc.): \_\_\_\_\_

248 (b) The Property will be in substantially its present condition at the time Buyer is entitled to possession.

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

250 (d) Seller has no notice from any governmental agency of a condemnation, environmental, zoning or similar proceeding, existing or planned,  
251 which could detrimentally affect the use, development, or value of the Property.

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

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

254 (g) Seller has no knowledge of any of the following matters affecting the use or operation of the Property:

255 (i) past or present non-resource uses (for example, cemeteries, landfills, dumps, etc.);

256 (ii) unrecorded access easements or agreements (for example, for harvesting, fishing, hunting, livestock movement and pasture, etc.);

257 (iii) state or federal agreements/requirements regarding crops, grazing, reforestation, etc.; and

258 (iv) supplier agreements, production processing commitments or other similar contracts.

259 (h) Well(s), water source(s), and/or water district resources have been adequate under Seller's current usage of the Property.

260 (i) Water rights (for example, irrigation, agricultural), for not less than (*insert number*) \_\_\_\_\_ acres, have been utilized and applied for  
261 beneficial use within the last five (5) years and are current and will be transferred to Buyer at Closing. Water rights may be subject to certain  
262 conditions. Buyer should verify compliance with appropriate agency.

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

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

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

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

273 **17. "AS-IS":** Except for Seller's agreements and representations in this Agreement or in the Seller's Disclosure Addendum, if any, Buyer is purchasing  
274 the Property "AS-IS," in its present condition and with all defects, apparent or not apparent.

275 **18. APPROVED USES:** THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT  
276 PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES,  
277 MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST  
278 PRACTICES, AS DEFINED IN [ORS 30.930](#), IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON  
279 TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER [ORS 195.300](#), [195.301](#) AND  
280 [195.305 TO 195.336](#) AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON

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281 LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE  
282 PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING  
283 DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED  
284 IN [ORS 92.010](#) OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION  
285 FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER [ORS 195.300](#), [195.301](#)  
286 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  
287 LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

288 **19. HOMEOWNERS ASSOCIATION/TOWNHOME/PLANNED COMMUNITY:** Is the Property in a planned community, or does it have a  
289 Homeowner's Association? (*select one*) .....  Yes  No  Unknown  
290 If Yes or Unknown, Buyer has attached [OREF 024 – Homeowners Association/Townhome/Planned Community Addendum](#) to this Agreement. In this  
291 Agreement, "townhome" means a connected home where the owner also owns the ground beneath the home, and "planned community" means a  
292 residential subdivision, not a condominium or timeshare, in which owners are collectively responsible for part of the subdivision.

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

295 **21. ADDITIONAL PROVISIONS:** (*describe*) \_\_\_\_\_  
296 \_\_\_\_\_  
297 \_\_\_\_\_  
298 \_\_\_\_\_, For additional provisions, see Addendum \_\_\_\_\_

**ESCROW/CLOSING**

299 **22. ESCROW:** This transaction will be Closed at (*identify*) \_\_\_\_\_ ("Escrow"),  
300 a neutral escrow company licensed and located in the State of Oregon. Costs of Escrow will be shared equally between Buyer and Seller unless  
301 specifically prohibited by the U.S. Department of Veterans Affairs (Federal VA). Any transfer tax will be shared equally between Buyer and Seller.  
302 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  
303 sale the expense of furnishing such policy, Seller's recording fees, Seller's Closing costs, and any liens and encumbrances on the Property payable  
304 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  
305 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  
306 at Closing in accordance with the listing agreement, buyer representation agreement, or other written agreement for compensation.

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

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

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

315 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  
316 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  
317 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.

318 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  
319 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.

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

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322 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  
323 to Buyer or Seller regarding the funds.

324 **24. EARNEST MONEY DEPOSIT INSTRUCTIONS TO ESCROW:** Buyer and Seller instruct Escrow as follows: on your receipt of a copy of this  
325 Agreement signed by Buyer and Seller, establish an escrow account and proceed with Closing in accordance with the terms of this Agreement. If you  
326 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  
327 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.

328 **24.1. Earnest Money Refund to Buyer.** All Deposits will be promptly refunded to Buyer if: (a) Seller signs and accepts this Agreement but fails to  
329 furnish marketable title; or (b) Seller fails to complete this transaction in accordance with the material terms of this Agreement; or (c) any condition  
330 which Buyer has made an express contingency in this Agreement, and has not been otherwise waived, fails through no fault of Buyer. However,  
331 acceptance by Buyer of the refund will not constitute a waiver of other legal remedies available to Buyer.

332 **24.2. Earnest Money Payment to Seller.** If Seller signs and accepts this Agreement and title is marketable, Seller, at Seller's option, may terminate  
333 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  
334 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  
335 for Buyer's earnest money; or (c) Buyer fails to complete this transaction in accordance with the material terms of this Agreement. The parties  
336 expressly agree Seller's economic and non-economic damages arising from Buyer's failure to close this transaction in accordance with the terms  
337 of this Agreement would be difficult or impossible to ascertain with any certainty, that the Deposits identified in this Agreement are a fair, reasonable,  
338 and appropriate estimate of those damages, and represent a binding liquidated sum, not a penalty.

339 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  
340 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  
341 agreed to be paid in this Agreement will be resolved as described in the Dispute Resolution Sections.

342 **25. CLOSING:** Closing will occur on a date mutually agreed on between Buyer and Seller on or before (*insert date*) \_\_\_\_\_  
343 (the "Closing Deadline"). Buyer and Seller acknowledge for Closing to occur by the Closing Deadline, it may be necessary to execute documents and  
344 deposit funds in Escrow before that date. If Escrow is to prepare documents required under Section 5 (Seller-Carried Financing), Seller must so notify  
345 Escrow three (3) Business Days before the Closing Deadline.

346 Pursuant to the TILA-RESPA Integrated Disclosure ("TRID") rule, Buyer and Seller will each receive a "Closing Disclosure" which, among other things,  
347 summarizes each party's closing costs. TRID requires the Closing Disclosure must be received by a residential loan borrower at least three (3)  
348 Business Days before "consummation" of the transaction, which in most cases in Oregon will be the date on which Buyer signs the loan documents.  
349 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-  
350 business day rule. Such a delay beyond the Closing Deadline could result in termination of the transaction unless Seller and Buyer mutually agree  
351 to extend it.

352 **26. DEED:** Seller will convey marketable title to the Property by statutory warranty deed (or good and sufficient personal representative's or trustee's  
353 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  
354 ordinances, building and use restrictions, reservations in federal patents, easements, covenants, conditions and restrictions, and those matters  
355 accepted by Buyer pursuant to Section 10 (Title Insurance). Buyer is advised to secure legal advice regarding different forms of ownership and rights  
356 of survivorship. Agents are not qualified to provide advice on these issues. Once the form of ownership is determined, Buyer will promptly notify  
357 Escrow.

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

- 359 (a)  by 5:00 p.m. on the date of Closing;
- 360 (b)  by (*insert time*) \_\_\_\_\_  a.m.  p.m. \_\_\_\_ calendar days after Closing;
- 361 (c)  by (*insert time*) \_\_\_\_\_  a.m.  p.m. on (*insert date*) \_\_\_\_\_.

362 **28. PROPERTY CONDITION AT POSSESSION:** Before Buyer possession, Seller will remove all of Seller's personal property, including trash. In  
363 addition, Seller will (*specify additional property conditions*) \_\_\_\_\_  
364 \_\_\_\_\_  
365 \_\_\_\_\_. For additional property conditions at possession, see Addendum \_\_\_\_\_.

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**VACANT LAND REAL ESTATE SALE AGREEMENT**

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

368 **30. 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  
369 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.  
370 Seller will not terminate or disconnect electric, gas, heating fuel/propane, or water utilities before to the date Buyer is entitled to possession unless  
371 the parties agree otherwise in writing.

**TAXES**

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

376 **32. FIRPTA TAX WITHHOLDING REQUIREMENT:** The Foreign Investment in Real Property Tax Act ("FIRPTA") requires a buyer to withhold a portion  
377 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  
378 generally a person who is not a U.S. citizen or a resident alien (a "green card" holder).

379 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  
380 with FIRPTA compliance, see OREF 092 – Advisory Regarding FIRPTA Tax. Seller's failure to comply with FIRPTA is a material default under this  
381 Agreement.

382 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  
383 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,  
384 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  
385 Statement that complies with 26 U.S.C. § 1445(b)(9) at Closing.

386 If Escrow does not agree to assist with FIRPTA compliance (including providing the form Certificate or acting as a Qualified Substitute), then either  
387 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  
388 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  
389 extended by five (5) Business Days to accommodate the move.

390 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  
391 Withholding Requirement. If FIRPTA may apply in this transaction, Seller and Buyer should promptly consult their own experts familiar with FIRPTA  
392 related law and regulations. For further information, see [www.irs.gov](http://www.irs.gov).

393 **33. IRC 1031 EXCHANGE:** If Buyer or Seller elects to complete an IRC 1031 exchange in this transaction, the other party will cooperate with them  
394 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  
395 expense or liability to the cooperating party. Unless otherwise provided in this Agreement, this provision will not become a contingency to the Closing  
396 of this transaction.

397 **34. LEVY OF ADDITIONAL PROPERTY TAXES:** The Property: (*select one*)  is  is not specially assessed for property taxes (for example, farm,  
398 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  
399 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  
400 Property either is disqualified from special use assessment or loses its deferred tax status, then unless otherwise specifically provided in this  
401 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  
402 Property, and will defend Seller against any liabilities or claims arising out of those taxes or assessments.

403 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  
404 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  
405 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  
406 transaction and hold Seller responsible to pay into Escrow all deferred and/or additional taxes and interest levied or recaptured against the Property  
407 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  
408 or Seller's available remedies or damages arising from a breach of this section.

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**VACANT LAND REAL ESTATE SALE AGREEMENT**

409 **35. AGRICULTURAL FOREIGN INVESTMENT DISCLOSURE ACT OF 1978 ADVISORY:** The Agricultural Foreign Investment Disclosure Act of  
410 1978 requires that a foreign person who acquires, disposes of, or holds an interest in United States agricultural land will disclose such transactions  
411 and holdings to the Secretary of Agriculture in the manner prescribed in the regulations. Clients who are foreign persons should consult with their  
412 attorney regarding this requirement.

**DEFINITIONS/MISCELLANEOUS**

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

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

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

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

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

419 (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  
420 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  
421 mail program ("Electronic Delivery").

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

423 (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  
424 their Agent. When both events have occurred, the document becomes legally binding on Buyer and Seller, and neither has the ability to  
425 withdraw it.

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

427 (i) **Notice** means a written statement Delivered using the Notification Method described in Section 37(g).

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

429 (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  
430 document is "Signed and Delivered," the document becomes legally binding on Buyer and Seller, and neither has the ability to withdraw it.

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

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

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

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

439 (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  
440 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  
441 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  
442 more tenants is in possession, the "date Buyer is entitled to possession" will, for that purpose, be deemed to be the Closing Date.

443 (d) **Deadlines.** Unless a different time is specified in the Agreement, all deadlines for performance, measured in business or calendar days,  
444 will terminate as of 5:00 p.m. on the last day of that deadline.

445 (e) **Electronic Transmission.** The sending of a signed acceptance of this Agreement via Electronic Delivery from one party (or their Agent) to  
446 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

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447 for transmitting a signed offer or acceptance of the Agreement (such as regular mail, certified mail, or overnight delivery), they should so  
448 specify at Section 21 (Additional Provisions) of this Agreement.

449 (f) **Nonparties.** Agent(s) and Firm(s) identified in the Final Agency Acknowledgment Section above are not parties to this Agreement but are  
450 subject to Section 42 (Mediation and Arbitration Involving Agents/Firms).

451 (g) **Notices.** Except as provided in Section 10 (Title Insurance), all written notices or documents required or permitted under this Agreement  
452 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  
453 opening of this transaction with Escrow, Buyer, Seller, and their respective Agents, where applicable, will provide Escrow with their preferred  
454 means of receiving Notice (for example, email or text address, facsimile number, mailing or personal delivery address, or other), which will  
455 serve as the primary location for receipt of all notices or documents (the "Notification Method"). Notice will be deemed Delivered as of the  
456 earliest of:

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

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

461 (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**

462 **38. FILING OF CLAIMS:** All claims, controversies, and disputes between Seller, Buyer, Agents, and/or Firms, relating to the enforcement or  
463 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  
464 concerning the jurisdiction of the arbitrator(s) and/or Arbitration Service of Portland, to hear and decide questions of arbitrability (collectively, "Claims"),  
465 will be exclusively resolved in accordance with the procedures in this Agreement, which will survive Closing or earlier termination of this transaction.  
466 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  
467 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  
468 purposes of filing a *lis pendens*. By consenting to the provisions in this Agreement, Buyer and Seller acknowledge they are giving up the constitutional  
469 right to have Claims tried by a judge or jury in state or federal court, including all issues relating to the arbitrability of Claims.

470 **39. EXCLUSIONS:** The following will not constitute Claims:

- 471 (a) Any proceeding to enforce or interpret a mortgage, trust deed, land sale contract or recorded construction lien;
- 472 (b) A forcible entry and detainer action, also known as an eviction;
- 473 (c) If the matter is exclusively between REALTORS® and is otherwise required to be resolved under the Code of Ethics & Professional  
474 Standards Policies of the National Association of REALTORS®;
- 475 (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  
476 or Seller contains a mandatory mediation and/or arbitration provision; and
- 477 (e) Filing in court for the issuance of provisional process described under the Oregon Rules of Civil Procedure; however, such filing will not  
478 constitute a waiver of the duty to utilize the dispute resolution procedures described in this Agreement.

479 **40. SMALL CLAIMS BETWEEN BUYER AND SELLER:** All Claims between Buyer and Seller within the jurisdiction of the Small Claims Court of the  
480 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  
481 [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  
482 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  
483 of appeal.

484 **41. MEDIATION AND ARBITRATION BETWEEN BUYER AND SELLER:** If Buyer's or Seller's Agent is a member of the National Association of  
485 REALTORS®, all Claims will be submitted to mediation as offered by the local REALTOR® Association, if available. If mediation is not available through  
486 the Agent's REALTOR® organization, then all Claims will be submitted to mediation through the program administered by Arbitration Service of  
487 Portland ("ASP"). All Claims that have not been resolved by mediation as described in this Agreement will be submitted to final and binding arbitration  
488 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

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489 reasonable attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees. Provided, however, a prevailing party will not be entitled  
490 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  
491 or agreed in writing to participate in mediation before, or promptly on, the filing for arbitration.

492 **42. MEDIATION AND ARBITRATION INVOLVING AGENTS/FIRMS:** All Claims that include Agents or their Firms will be resolved in accordance with  
493 the mediation and arbitration process described in Section 41 (Mediation and Arbitration Between Buyer and Seller), and if applicable, the prevailing  
494 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**

495 **43. OFFER TO PURCHASE:** Buyer offers to purchase the Property on the terms and conditions in this Agreement. Buyer acknowledges receipt of a  
496 completely filled-in copy of this Agreement, which Buyer has fully read and understands. Buyer acknowledges that Buyer has not relied on any oral  
497 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,  
498 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  
499 consideration, all structures and land should be measured by Buyer before signing, or should be made an express contingency in this Agreement.  
500 Because of the importance of consistent terminology and compatible documents, Buyer has chosen to use this Agreement and the other forms  
501 provided by Oregon Real Estate Forms, LLC ("OREF") for this transaction.

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

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

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

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

508 **44. AGREEMENT TO SELL/ACKNOWLEDGMENTS:** Seller accepts Buyer's offer. Seller acknowledges receipt of a completely filled-in copy of this  
509 Agreement, which Seller has fully read and understands. Seller acknowledges that Seller has not relied on any oral or written statement made by  
510 Buyer, Buyer's Agent, or Seller's Agent that is not expressly contained in this Agreement. Seller has reviewed the Seller Representations made in  
511 Section 16 (Seller Representations) and elsewhere in this Agreement and will promptly correct, in writing, any inaccurate representations. Because  
512 of the importance of consistent terminology and compatible documents, Seller has chosen to use this Agreement and the other forms provided by  
513 OREF for this transaction.

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

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

516 If delivery/transmission occurs after the Offer Deadline identified at Section 43, this Agreement will not become binding on Seller and Buyer unless  
517 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  
518 be treated as a rejection under Section 45, and this transaction will be automatically terminated.

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

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

521 (b)  Seller rejects Buyer's offer.

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

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

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

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