

## RESIDENTIAL CONDOMINIUM REAL ESTATE SALE AGREEMENT

### FINAL AGENCY ACKNOWLEDGMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30 Buyer will sign this acknowledgment at the time of signing this Agreement before submission to Seller. Seller will sign this acknowledgment at the  
31 time this Agreement is first submitted to Seller, even if this Agreement will be rejected or a counteroffer will be made. Seller's signature to this Final  
32 Agency Acknowledgment will not constitute acceptance of this Agreement or any terms in this Agreement.

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

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

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

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

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## RESIDENTIAL CONDOMINIUM REAL ESTATE SALE AGREEMENT

### SALE AGREEMENT GENERAL TERMS

37 This Agreement is intended to be a legal and binding contract. If it is not understood, seek competent legal advice before signing. For an explanation  
38 of the printed terms and provisions in this form, Seller and Buyer are encouraged to closely review Section 42 (Definitions) and Section 43  
39 (Miscellaneous). No changes or alterations are permitted to any portion of the pre-printed format or text of this form. Any such proposed changes or  
40 alterations must be made on a separate document.

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

42 \_\_\_\_\_

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

44 \_\_\_\_\_

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

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

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

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

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

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

52 \_\_\_\_\_

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

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

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

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

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

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

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

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

66 \_\_\_\_\_

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

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

69 \_\_\_\_\_

70 \_\_\_\_\_

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

### FINANCING

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

76 (i)  all Funds are Liquid;

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

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

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

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

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

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

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

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

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

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

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

94 If Seller fails to provide Buyer with written unconditional disapproval of the Verification by 5:00 p.m. of the last day of the Disapproval Period, Seller  
95 will be deemed to have approved the Verification. If Buyer fails to submit a Verification within a time frame selected above, unless the parties agree  
96 otherwise in writing, all Deposits will be promptly refunded, and this transaction will be terminated.

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

98 (a)  Conventional;

99 (b)  FHA;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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118 Except as provided in this Agreement, all Financing Contingencies are solely for Buyer's benefit and may be waived by Buyer in writing at any  
119 time.

120 **6.2. Failure of Financing Contingencies.** If Buyer receives actual notification from Lender that any Financing Contingencies have failed or  
121 otherwise cannot occur, Buyer will promptly Notify Seller, and the parties will have \_\_\_\_ Business Days (two [2] if not filled in) following the date of  
122 Buyer's Notice to Seller to either:

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

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

126 Seller and Buyer are not required under the preceding provision (b) to reach an agreement. If (a) or (b) fail to occur within the time period identified  
127 in this section, this transaction will be automatically terminated, and all Deposits will be promptly refunded to Buyer. Buyer understands that on  
128 termination of this transaction, Seller will have the right to place the Property back on the market for sale at any price and terms as Seller determines,  
129 at Seller's sole discretion.

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

131 (a) Not later than \_\_\_\_ Business Days (three [3] if not filled in) following the Effective Date, Buyer will submit to the Lender who provided the  
132 Pre-approval Letter a completed loan application for purchase of the Property. A "completed loan application" will include the following  
133 information: (i) Buyer's name(s); (ii) Buyer's income(s); (iii) Buyer's social security number(s); (iv) the Property address; (v) an estimate of the  
134 value of the Property, and (vi) the loan amount sought.

135 (b) If Buyer is satisfied with the Loan Estimate offered by Buyer's Lender, Buyer will notify Lender within \_\_\_\_ Business Days (three [3] if not  
136 filled in – but not to exceed ten [10]) following Buyer's receipt of Lender's Loan Estimate. At Seller's request, Buyer will promptly Notify Seller  
137 of the date of Buyer's signed notice of intent to proceed with the Loan.

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

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

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

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

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

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

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

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

153 Regardless of the option selected above, Seller and Buyer will reach a signed written agreement specifying the terms and conditions of such financing  
154 (for example, the down payment, interest rate, amortization, term, payment dates, late fees, and balloon dates) within \_\_\_\_ Business Days (ten [10]  
155 if not filled in) after the Effective Date ("Negotiation of Terms Period"). If Buyer and Seller fail to reach agreement by 5:00 p.m. on the last day of the  
156 Negotiation of Terms Period, all Deposits will be refunded to Buyer and this transaction will be automatically terminated. Oregon law requires, unless  
157 exempted, that individuals offering or negotiating the terms must be an Oregon-licensed attorney or hold an MLO license. Real estate agents are not  
158 qualified to provide these services or give advice in this regard. Legal advice is strongly recommended.

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

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

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

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

**INSURANCE**

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

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

**CONTINGENCIES**

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

178 Following delivery of the Report and Documents, and following delivery of each supplement to the Reports and Documents that contain material  
179 information previously unknown to Buyer, Buyer will have \_\_\_\_ Business Days (five [5] if not filled in) within which to Notify Seller, in writing, of any  
180 matters disclosed in the Report and Documents which are unacceptable (the "Objections"). Buyer's failure to timely object in writing will constitute  
181 acceptance of the Report and Documents. However, Buyer's failure to timely object will not relieve Seller of the duty to convey marketable title to the  
182 Property pursuant to Section 32 (Deed). If within \_\_\_\_ Business Days (five [5] if not filled in) following Seller's receipt of the Objections, Seller fails to  
183 remove or correct any of the Objections, or fails to give written assurances reasonably satisfactory to Buyer of removal or correction before Closing,  
184 all Deposits will be promptly refunded to Buyer and this transaction will be terminated unless Buyer waives this contingency in writing. Within thirty  
185 (30) calendar days after Closing, the title insurance company will furnish to Buyer, at Seller's sole expense, an owner's standard form policy of title  
186 insurance insuring marketable title in the Property to Buyer in the amount of the Purchase Price, free and clear of the Objections, if any, and all other  
187 title exceptions agreed to be removed as part of this transaction.

188 **13. PROPERTY INSPECTIONS:** Buyer understands it is advisable to have complete inspections of the Property by qualified licensed professionals  
189 relating to such matters as structural condition, soil condition/compaction/stability, survey, zoning, operating systems, suitability for Buyer's intended  
190 purpose, and environmental issues. The following list identifies some, but not all, environmental issues found in and around many properties that may  
191 affect health: asbestos, carbon monoxide, electric and magnetic fields, formaldehyde, lead and other contaminants in drinking water and well water,  
192 lead-based paint, mold and mildew, radon, and leaking underground storage tanks. If Buyer has any concerns about these conditions or others, Buyer  
193 is encouraged to secure the services of a licensed professional inspector, consultant, or health expert for information and guidance. Buyer's and  
194 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  
195 the website of the Oregon Public Health Division at [www.public.health.oregon.gov](http://www.public.health.oregon.gov).

196 (select only one)

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

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

Buyer Initials _____ / _____ Date _____	Seller Initials _____ / _____ Date _____
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**RESIDENTIAL CONDOMINIUM REAL ESTATE SALE AGREEMENT**

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

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

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

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

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

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

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

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

226 **14. LEAD-BASED PAINT CONTINGENCY PERIOD:** If the Property was constructed before 1978, then on or promptly after the Effective Date (the  
227 "Date of Delivery"), Seller will Deliver to Buyer OREF 021 – Lead-Based Paint Disclosure Addendum (the "Disclosure Addendum"), together with the  
228 EPA Pamphlet entitled "*Protect Your Family From Lead in Your Home*" and all information, records, and reports available to Seller pertaining to lead-  
229 based paint and/or lead-based paint hazards on the Property. Unless waived by Buyer in writing in the Disclosure Addendum, Buyer will have \_\_\_\_  
230 calendar days (ten [10] if not filled in) commencing on the day following the Date of Delivery (the "LBP Contingency Period"), within which to conduct  
231 a lead-based paint assessment or inspection of the Property. Buyer may terminate this Agreement:

232 (a) by giving Seller written Notice of termination during the LBP Contingency Period; or

233 (b) any time before Seller delivers to Buyer or Buyer's Agent both (i) EPA pamphlet "*Protect Your Family From Lead in Your Home*," and (ii)  
234 any information, records, or reports available to Seller regarding lead-based paint and/or lead-based hazards on the Property.

235 However, Buyer has no right to terminate under this provision if Buyer closes this transaction, or if Buyer waives the right to conduct a risk assessment  
236 or inspection in the "Buyer's Acknowledgment" section of the Disclosure Addendum. Upon termination, all Deposits will be promptly refunded to Buyer.  
237 If requested by Seller, Buyer will Deliver to Seller a copy of Buyer's written reports or evaluations, if any, with Notice of termination. Buyer's failure to  
238 Deliver to Seller the Notice of termination during the LBP Contingency Period will constitute acceptance of the condition of the Property as it relates  
239 to the presence of lead-based paint or lead-based paint hazards, and the LBP Contingency Period will automatically expire.

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

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

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

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**RESIDENTIAL CONDOMINIUM REAL ESTATE SALE AGREEMENT**

245 Within \_\_\_\_ Business Days (seven [7] if not filled in) after the date Buyer and Seller have both signed and accepted the Sale Agreement ("Seller's  
246 Delivery Period"), Seller agrees, at Seller's expense, to provide Buyer with copies of all documents and information (collectively "Documents")  
247 described below. If Documents are available on a website to which Seller is permitted to grant access, Seller will Deliver OREF 059 – Receipt of  
248 Reports/Removal of Contingencies Addendum during Seller's Delivery Period, providing access to the website, including user name and password if  
249 needed. Not all Documents may be readily available to Seller. Some Documents may already be available to Buyer through other disclosure  
250 documents required under Oregon law. Some important information may be available to Buyer in summary form. Buyers, Sellers, and Agents should  
251 promptly determine what Documents are necessary and can be reasonably provided within the Review Period defined below. If obtaining Buyer-  
252 requested Documents may cause any delay, it is suggested the Buyer and Seller reach agreement for an extension of time to Seller's Delivery Period  
253 in a written and signed Addendum.

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

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

**16. GENERAL CONDOMINIUM INFORMATION.**

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

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

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

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286 (street address, city, state, zip code) \_\_\_\_\_

287 \_\_\_\_\_

288 (phone number) \_\_\_\_\_

289 (HOA website) \_\_\_\_\_

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

291 If the information in (a) through (d) is blank, is incorrect, or is not current, Seller will promptly Notify Buyer and Escrow with the current information  
292 based on upon Seller's actual knowledge through the date of Closing.293 **17. SELLER'S PROPERTY DISCLOSURE STATEMENT:** Under Oregon law, Buyer has a right to revoke Buyer's offer (the "Revocation Right")  
294 unless this transaction is exempt or Buyer has waived the Revocation Right. Buyer may exercise the Revocation Right only in writing and only within  
295 five (5) Business Days after the Effective Date and Seller has Delivered to Buyer or Buyer's Agent a complete Seller's Property Disclosure Statement.  
296 However, Buyer may exercise the Revocation Right any time before receiving the Seller's Property Disclosure Statement, as long as Buyer does so  
297 before Closing. This provision supersedes any contrary terms in the Seller's Property Disclosure Statement.**CONDITIONS AND COMPONENTS OF THE PROPERTY**298 **18. SELLER REPRESENTATIONS:** Subject to any written disclosures made by Seller as a part of this transaction, Seller makes the following  
299 representations to Buyer.300 (a) The primary dwelling is connected to: *(select all that apply)*301 (i)  a public sewer system,302 (ii)  a public water system, and/or303 (iii)  other (for example, surface springs, cistern, etc.): \_\_\_\_\_304 (b) Seller has no knowledge of any hazardous substances in or about the Property other than substances (if any) contained in appliances and  
305 equipment. Buyer acknowledges asbestos commonly exists in insulation, ceilings, floor coverings, and other areas in residential housing and  
306 may exist in the Property.307 (c) Seller knows of no material defects in or about the Property, including any of the limited and general common elements of the entire  
308 condominium development, even if the defects do not directly affect Seller's Unit.309 (d) Seller has no notice of any liens or assessments to be levied against the Property, including but not limited to liens or assessments to be  
310 levied by the HOA

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

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

313 Seller will promptly Notify Buyer if, before Closing, Seller receives actual notice of any event or condition that could result in making any previously  
314 disclosed material information relating to the Property substantially misleading or incorrect.315 These representations are made to the best of Seller's knowledge. Seller may have made no investigations. Exceptions to items (a) through (f) are:  
316 *(describe)* \_\_\_\_\_. For more exceptions see Addendum \_\_\_\_\_.317 Buyer acknowledges the above representations are not warranties regarding the condition of the Property and are not a substitute for, nor in lieu of,  
318 Buyer's own responsibility to conduct a thorough and complete independent investigation, including the use of professionals, where appropriate,  
319 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  
320 will not be responsible for conducting any inspection or investigation of any aspect of the Property.321 **19. SELLER'S MAINTENANCE AND INSURANCE OBLIGATIONS:** Seller will maintain all electrical wiring, heating, cooling, plumbing, irrigation  
322 equipment and systems, and the balance of the Property, including the limited and general common elements, in substantially their present condition  
323 until the time Buyer is entitled to possession. Seller will keep the Property fully insured through Closing.324 **20. "AS-IS":** Except for Seller's agreements and representations in this Agreement or in the Seller's Property Disclosure Statement, if any, Buyer is  
325 purchasing the Property "AS-IS," in its present condition and with all defects, apparent or not apparent. This provision will not be construed to limit  
326 Buyer's right to implied new home warranties, if any, that may otherwise exist under Oregon law.

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

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

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327 **21. APPROVED USES:** THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT  
328 PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES,  
329 MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST  
330 PRACTICES, AS DEFINED IN [ORS 30.930](#), IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON  
331 TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER [ORS 195.300](#), [195.301](#) AND  
332 [195.305 TO 195.336](#) AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON  
333 LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE  
334 PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING  
335 DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED  
336 IN [ORS 92.010](#) OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION  
337 FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER [ORS 195.300](#), [195.301](#)  
338 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  
339 LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

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

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

345 **24. SMART HOME FEATURES:** Does the Property contain any Smart Home Features? (select one) .....  Yes  No  Unknown  
346 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  
347 will provide all necessary information for Buyer to access the Smart Home Features at Closing, unless otherwise agreed in writing.

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

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

355 **27. ADDITIONAL PROVISIONS:** (describe) \_\_\_\_\_  
356 \_\_\_\_\_  
357 \_\_\_\_\_  
358 \_\_\_\_\_ For additional provisions, see Addendum \_\_\_\_\_

**ESCROW/CLOSING**

359 **28. ESCROW:** This transaction will be Closed at (identify) \_\_\_\_\_ ("Escrow"),  
360 a neutral escrow company licensed and located in the State of Oregon. Costs of Escrow will be shared equally between Buyer and Seller unless  
361 specifically prohibited by the U.S. Department of Veterans Affairs (Federal VA). Any transfer tax will be shared equally between Buyer and Seller.  
362 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  
363 sale the expense of furnishing such policy, Seller's recording fees, Seller's Closing costs, and any liens and encumbrances on the Property payable  
364 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  
365 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  
366 at Closing in accordance with the listing agreement, buyer representation agreement, or other written agreement for compensation.

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

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

Buyer Initials _____ / _____ Date _____
---

Seller Initials _____ / _____ Date _____
--

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

375 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  
376 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  
377 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.

378 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  
379 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.

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

381 \_\_\_\_\_

382 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  
383 to Buyer or Seller regarding the funds.

384 **30. EARNEST MONEY DEPOSIT INSTRUCTIONS TO ESCROW:** Buyer and Seller instruct Escrow as follows: on your receipt of a copy of this  
385 Agreement signed by Buyer and Seller, establish an escrow account and proceed with Closing in accordance with the terms of this Agreement. If you  
386 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  
387 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.

388 **30.1. Earnest Money Refund to Buyer.** All Deposits will be promptly refunded to Buyer if: (a) Seller signs and accepts this Agreement but fails to  
389 furnish marketable title; or (b) Seller fails to complete this transaction in accordance with the material terms of this Agreement; or (c) any condition  
390 which Buyer has made an express contingency in this Agreement, and has not been otherwise waived, fails through no fault of Buyer. However,  
391 acceptance by Buyer of the refund will not constitute a waiver of other legal remedies available to Buyer.

392 **30.2. Earnest Money Payment to Seller.** If Seller signs and accepts this Agreement and title is marketable, Seller, at Seller's option, may terminate  
393 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  
394 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  
395 for Buyer's earnest money; or (c) Buyer fails to complete this transaction in accordance with the material terms of this Agreement. The parties  
396 expressly agree Seller's economic and non-economic damages arising from Buyer's failure to close this transaction in accordance with the terms  
397 of this Agreement would be difficult or impossible to ascertain with any certainty, that the Deposits identified in this Agreement are a fair, reasonable,  
398 and appropriate estimate of those damages, and represent a binding liquidated sum, not a penalty.

399 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  
400 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  
401 agreed to be paid in this Agreement will be resolved as described in the Dispute Resolution Sections.

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

406 Pursuant to the TILA-RESPA Integrated Disclosure ("TRID") rule, Buyer and Seller will each receive a "Closing Disclosure" which, among other things,  
407 summarizes each party's closing costs. TRID requires the Closing Disclosure must be received by a residential loan borrower at least three (3)  
408 Business Days before "consummation" of the transaction, which in most cases in Oregon will be the date on which Buyer signs the loan documents.  
409 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-  
410 business day rule. Such a delay beyond the Closing Deadline could result in termination of the transaction unless Seller and Buyer mutually agree to  
411 extend it.

412 **32. DEED:** Seller will convey marketable title to the Property by statutory warranty deed (or good and sufficient personal representative's or trustee's  
413 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  
414 ordinances, building and use restrictions, reservations in federal patents, easements, covenants, conditions and restrictions, and those matters

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

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

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

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

419 If Yes: (*select one*)

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

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

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

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

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

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

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

434 \_\_\_\_\_  
435 \_\_\_\_\_  
436 \_\_\_\_\_. For additional property conditions at possession, see Addendum \_\_\_\_\_.

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

439 **36. UTILITIES:** The following utilities are included in the HOA dues and are paid for the owner by the HOA: (*select all that apply*)

440  Garbage  Water  Sewer  Electric  Gas  Cable  Heating Fuel  Other (*describe*) \_\_\_\_\_.

441 Seller will pay all utility bills accrued to the date Buyer is entitled to possession. Buyer will pay Seller for heating fuel/propane on the premises, at  
442 Seller's supplier's rate on the possession date. Payment will be handled between Buyer and Seller outside of Escrow. Seller will not terminate or  
443 disconnect electric, gas, heating fuel/propane, or water utilities before Closing unless parties agreed otherwise in writing.

**TAXES**

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

448 **38. FIRPTA TAX WITHHOLDING REQUIREMENT:** The Foreign Investment in Real Property Tax Act ("FIRPTA") requires a buyer to withhold a portion  
449 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  
450 generally a person who is not a U.S. citizen or a resident alien (a "green card" holder).

451 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  
452 with FIRPTA compliance, see OREF 092 – Advisory Regarding FIRPTA Tax. Seller's failure to comply with FIRPTA is a material default under this  
453 Agreement.

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

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

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454 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  
455 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,  
456 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  
457 Statement that complies with 26 U.S.C. § 1445(b)(9) at Closing.

458 If Escrow does not agree to assist with FIRPTA compliance (including providing the form Certificate or acting as a Qualified Substitute), then either  
459 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  
460 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  
461 extended by five (5) Business Days to accommodate the move.

462 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  
463 Withholding Requirement. If FIRPTA may apply in this transaction, Seller and Buyer should promptly consult their own experts familiar with FIRPTA  
464 related law and regulations. For further information, see [www.irs.gov](http://www.irs.gov).

465 **39. IRC 1031 EXCHANGE:** If Buyer or Seller elects to complete an IRC 1031 exchange in this transaction, the other party will cooperate with them  
466 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  
467 expense or liability to the cooperating party. Unless otherwise provided in this Agreement, this provision will not become a contingency to the Closing  
468 of this transaction.

469 **40. LEVY OF ADDITIONAL PROPERTY TAXES:** The Property (*select one*)  is  is not specially assessed for property taxes (for example, farm,  
470 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  
471 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  
472 Property either is disqualified from special use assessment or loses its deferred tax status, then unless otherwise specifically provided in this  
473 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  
474 Property, and will defend Seller against any liabilities or claims arising out of those taxes or assessments.

475 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  
476 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  
477 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  
478 transaction and hold Seller responsible to pay into Escrow all deferred and/or additional taxes and interest levied or recaptured against the Property  
479 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  
480 or Seller's available remedies or damages arising from a breach of this section.

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

**DEFINITIONS/MISCELLANEOUS**

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

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

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

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

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

490 (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  
491 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  
492 electronic mail program ("Electronic Delivery").

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

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

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

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494 (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  
495 their Agent. When both events have occurred, the document becomes legally binding on Buyer and Seller, and neither has the ability to  
496 withdraw it.

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

498 (i) **Notice** means a written statement Delivered using the Notification Method described in Section 43(g) (Miscellaneous).

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

500 (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  
501 document is "Signed and Delivered," the document becomes legally binding on Buyer and Seller, and neither has the ability to withdraw it.

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

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

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

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

510 (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  
511 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  
512 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  
513 more tenants is in possession, the "date Buyer is entitled to possession" will, for that purpose, be deemed to be the Closing Date.

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

516 (e) **Electronic Transmission.** The sending of a signed acceptance of this Agreement via Electronic Delivery from one party (or their Agent)  
517 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  
518 method for transmitting a signed offer or acceptance of the Agreement (such as regular mail, certified mail, or overnight delivery), they should  
519 so specify at Section 27 (Additional Provisions) of this Agreement.

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

522 (g) **Notices.** Except as provided in Section 12 (Title Insurance), all written notices or documents required or permitted under this Agreement  
523 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  
524 opening of this transaction with Escrow, Buyer, Seller, and their respective Agents, where applicable, will provide Escrow with their preferred  
525 means of receiving Notice (for example, email or text address, facsimile number, mailing or personal delivery address, or other), which will  
526 serve as the primary location for receipt of all notices or documents (the "Notification Method"). Notice will be deemed Delivered as of the  
527 earliest of:

528 (i) the date and time the Notice is sent by email or fax;

529 (ii) the time the Notice is personally Delivered to either the Agent or the Agent's Office; or

530 (iii) three (3) calendar days after the date the Notice is posted in the U.S. Mail.

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

532 (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.

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

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

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

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**RESIDENTIAL CONDOMINIUM REAL ESTATE SALE AGREEMENT****DISPUTE RESOLUTION**

533 **44. FILING OF CLAIMS:** All claims, controversies, and disputes between Seller, Buyer, Agents, and/or Firms, relating to the enforcement or  
534 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  
535 concerning the jurisdiction of the arbitrator(s) and/or Arbitration Service of Portland, to hear and decide questions of arbitrability (collectively, "Claims"),  
536 will be exclusively resolved in accordance with the procedures in this Agreement, which will survive Closing or earlier termination of this transaction.  
537 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  
538 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  
539 purposes of filing a *lis pendens*. By consenting to the provisions in this Agreement, Buyer and Seller acknowledge they are giving up the constitutional  
540 right to have Claims tried by a judge or jury in state or federal court, including all issues relating to the arbitrability of Claims.

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

- 542 (a) Any proceeding to enforce or interpret a mortgage, trust deed, land sale contract or recorded construction lien;
- 543 (b) A forcible entry and detainer action, also known as an eviction;
- 544 (c) If the matter is exclusively between REALTORS® and is otherwise required to be resolved under the Code of Ethics & Professional  
545 Standards Policies of the National Association of REALTORS®;
- 546 (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  
547 or Seller contains a mandatory mediation and/or arbitration provision; and
- 548 (e) Filing in court for the issuance of provisional process described under the Oregon Rules of Civil Procedure; however, such filing will not  
549 constitute a waiver of the duty to utilize the dispute resolution procedures described in this Agreement.

550 **46. SMALL CLAIMS BETWEEN BUYER AND SELLER:** All Claims between Buyer and Seller within the jurisdiction of the Small Claims Court of the  
551 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  
552 [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  
553 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  
554 of appeal.

555 **47. MEDIATION AND ARBITRATION BETWEEN BUYER AND SELLER:** If Buyer's or Seller's Agent is a member of the National Association of  
556 REALTORS®, all Claims will be submitted to mediation as offered by the local REALTOR® Association, if available. If mediation is not available through  
557 the Agent's REALTOR® organization, then all Claims will be submitted to mediation through the program administered by Arbitration Service of  
558 Portland ("ASP"). All Claims that have not been resolved by mediation as described in this Agreement will be submitted to final and binding arbitration  
559 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  
560 reasonable attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees. Provided, however, a prevailing party will not be entitled  
561 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  
562 or agreed in writing to participate in mediation before, or promptly on, the filing for arbitration.

563 **48. MEDIATION AND ARBITRATION INVOLVING AGENTS/FIRMS:** All Claims that include Agents or their Firms will be resolved in accordance with  
564 the mediation and arbitration process described in Section 47, and if applicable, the prevailing party will be entitled to an award of attorney fees, filing  
565 fees, costs, disbursements, and mediator and arbitrator fees, as provided in that section.

**SIGNATURE INSTRUCTIONS**

566 **49. OFFER TO PURCHASE:** Buyer offers to purchase the Property on the terms and conditions in this Agreement. Buyer acknowledges receipt of a  
567 completely filled-in copy of this Agreement, which Buyer has fully read and understands. Buyer acknowledges that Buyer has not relied on any oral  
568 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,  
569 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  
570 consideration, all structures and land should be measured by Buyer before signing, or should be made an express contingency in this Agreement.  
571 Because of the importance of consistent terminology and compatible documents, Buyer has chosen to use this Agreement and the other forms  
572 provided by Oregon Real Estate Forms, LLC ("OREF") for this transaction.

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

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

**LINES WITH THIS SYMBOL ◀ REQUIRE A SIGNATURE AND DATE****OREF 011 | Released 07/2024 | Page 14 of 15**

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**RESIDENTIAL CONDOMINIUM REAL ESTATE SALE AGREEMENT**

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

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

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

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

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

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

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

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

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

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

592 (b)  Seller rejects Buyer's offer.

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

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