



## GUIDE TO USING OREF COMMERCIAL LIBRARY FORMS

This document provides a reference table and description guide for the transaction forms, advisories, notices, and other tools available to subscribers. The description guide section describes the purpose of each form and provides tips for using them. This Guide should not be relied upon for legal advice – if a seller or buyer needs advice regarding the legal effect of any specific form, they should be encouraged to consult with an attorney.

### SUBSCRIBER BENEFITS

Thank you for being a valued subscriber! For over 27 years, Oregon Real Estate Forms, LLC (OREF) has been the leading provider of forms trusted by real estate professionals across Oregon. Our Commercial Forms Library offers over 60 essential forms to help your commercial transactions run smoothly. Created and maintained by Oregon real estate experts, attorneys, and escrow professionals, OREF forms are designed to meet your needs.

- **24/7 Access:** Enjoy a full year of unlimited access to the OREF Commercial Forms Library, plus access to our Residential and Spanish Translation Libraries.
- **Continuing Education:** Take advantage of OREF-provided webinars and classes with CE credit.
- **Dedicated Customer Support:** Our customer service team is here to assist you with any OREF or platform questions.
- **Online Resources:** Explore information and educational resources on our website at [orefonline.com](http://orefonline.com).
- **Direct Feedback:** Share your questions or suggestions with the OREF Forms Committee through our [website](#).
- **Technology Integration:** Compatible with SkySlope, DocuSign, Lone Wolf/zipForms, and more.
- **Free Access to Digital Tools:** All subscribers receive complimentary access to SkySlope Forms, SkySlope Breeze, and DigiSign, offering seamless digital form solutions at no additional cost.

For renewal questions or forms suggestions, please contact us at (503) 912-2569 or [customerservice@orefonline.com](mailto:customerservice@orefonline.com).

### FORM REFERENCE TABLE

501	<b>Commercial Real Estate Sale Agreement</b>	523	<b>Private Well Addendum</b>
502	<b>Addendum to Real Estate Sale Agreement</b>	524	<b>Septic / Onsite Sewage System Addendum</b>
503	<b>Buyer's Counteroffer</b>	525	<b>Professional Inspection Addendum</b>
504	<b>Seller's Counteroffer</b>	526	<b>Buyer's Repair Addendum</b>
505	<b>Back-up Offer Addendum</b>	527	<b>Seller's Repair Addendum</b>
506	<b>Vacant Land Real Estate Sale Agreement</b>	528	<b>Notice of Completion of Repairs / Corrective Action</b>
507	<b>Vacant Land Disclosure Statement</b>	529	<b>Final Agency Acknowledgment Addendum</b>
510	<b>Seller's Property Disclosure Statement</b>	530	<b>Initial Agency Disclosure Pamphlet</b>
511	<b>Seller's Property Disclosure Statement Addendum</b>	531	<b>Disclosed Limited Agency Agreement for Buyers</b>
512	<b>Bill of Sale</b>	532	<b>Disclosed Limited Agency Agreement for Sellers</b>
513	<b>Nondisclosure Agreement</b>	533	<b>Unrepresented Party Acknowledgment</b>
514	<b>Letter of Intent to Purchase</b>	534	<b>Buyer Representation Agreement - Exclusive</b>
515	<b>Seller Response to Letter of Intent</b>	534A	<b>Buyer Representation Agreement Addendum</b>
516	<b>Buyer Response to Letter of Intent</b>	534B	<b>Buyer Representation Agreement Termination</b>
517	<b>Copyright Transfer Agreement</b>	535	<b>Seller's Fee Agreement</b>
518	<b>Investment Property Addendum</b>	536	<b>Buyer's Waiver of Right to Revoke</b>
519	<b>Tenant Estoppel Certificate</b>	537	<b>Buyer's Notice to Seller of Revocation and Demand for Refund</b>
520	<b>Assignment and Assumption of Leases</b>	538	<b>Delivery of Reports</b>
521	<b>Historic Property Addendum</b>	539	<b>Buyer's Notice of Termination</b>
522	<b>Advisory to Buyer: Historic Property</b>	540	<b>Termination Agreement</b>



## GUIDE TO USING OREF COMMERCIAL LIBRARY FORMS

This document provides a reference table and description guide for the transaction forms, advisories, notices, and other tools available to subscribers. The description guide section describes the purpose of each form and provides tips for using them. This Guide should not be relied upon for legal advice – if a seller or buyer needs advice regarding the legal effect of any specific form, they should be encouraged to consult with an attorney.

541	<b>Notice to Parties of Demand for Disbursal of Disputed Funds</b>	554	<b>Advisory and Instructions Regarding Real Estate Purchase and Sale Forms</b>
542	<b>Option Agreement</b>	555	<b>Offer Summary</b>
542A	<b>Memorandum of Lease Option</b>	556	<b>Advisory Regarding Seller-Carried Transactions</b>
543	<b>Advisory Regarding Lease Option</b>	557	<b>Seller-Carried Transaction Addendum</b>
544	<b>Advisory Regarding the Foreign Investment in Real Property Tax Act</b>	558	<b>Broker of Record Agreement</b>
545	<b>Advisory Regarding Electronic Funds</b>	559	<b>Exclusive Right to Sell Commercial Property</b>
546	<b>Lead-Based Paint Disclosure Addendum</b>	560	<b>Exclusive Right to Lease</b>
547	<b>Notice of Real Estate Compensation</b>	561	<b>Referral Fee Agreement</b>
548	<b>Advisory to Buyer: Waiving Contingencies</b>	562	<b>Assignment and Assumptions of Sale Agreement</b>
549	<b>Advisory to Buyer: Recording Devices May Be Present</b>	563	<b>Translation and Interpretation Services Affidavit</b>
550	<b>Solar Panel System Addendum</b>	564	<b>Advisory Regarding Real Estate Compensation</b>
551	<b>Notice of Default</b>	565	<b>Buyer Representation Agreement - Nonexclusive</b>
552	<b>Woodstove Wood-Burning Fireplace Insert Addendum</b>	566	<b>Seller Contributions Addendum</b>
553	<b>Advisory Regarding Smoke and Carbon Monoxide Alarms</b>		



# GUIDE TO USING OREF COMMERCIAL LIBRARY FORMS

This document provides a reference table and description guide for the transaction forms, advisories, notices, and other tools available to subscribers. The description guide section describes the purpose of each form and provides tips for using them. This Guide should not be relied upon for legal advice – if a seller or buyer needs advice regarding the legal effect of any specific form, they should be encouraged to consult with an attorney.

## FORM DESCRIPTION GUIDE

The forms in the Guide are color-coded according to the following categories.

Code	Category
AGREEMENT/COUNTEROFFER	Sale Agreements, Counteroffers, and Other Agreements
ADDENDA	Addenda
INFORMATIONAL/ADVISORY	Informational or advisory
REQUIRED	Required by law or regulation if applicable
NOTICES/REPRESENTATIONS	Notices and Representations

<b>CATEGORY</b>	AGREEMENT/COUNTEROFFER
<b>FORM NO.</b>	<b>OREF C-501</b>
<b>FORM TITLE</b>	<b>Commercial Real Estate Sale Agreement</b>
<b>PURPOSE</b>	Used for the purchase and sale of commercial properties. The form begins with the statutory Final Agency Acknowledgment. It continues with customary provisions regarding price, earnest money, a description of property included and not included, contingencies (financing, title, lead-based paint inspection, well water), seller representations, escrow and closing, tax issues, and dispute resolution.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>• Give your clients a form sample well before signing; invite questions and discussion.</li> <li>• Calendar all contingency period deadlines. The contingency period in the Due Diligence section <u>includes</u> the time for negotiation. If you need more time to negotiate repairs, seller concessions, or other terms, get a written extension. The buyer must notify the seller in writing of their intent to proceed before the end of the Due Diligence Period. Silence will result in the termination of the contract.</li> <li>• Review the Definitions section and use them to improve clarity.</li> <li>• Note that all timelines are in calendar days throughout the Commercial Library.</li> </ul>

<b>CATEGORY</b>	ADDENDA
<b>FORM NO.</b>	<b>OREF C-502</b>
<b>FORM TITLE</b>	<b>Addendum to Real Estate Agreement</b>
<b>PURPOSE</b>	Used to write special provisions or developments in the transaction not covered in the Sale Agreement.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>• The form is primarily blank except for identifying the transaction and the signature block.</li> <li>• When drafting, be clear and concise: cover the who, what, when, where, and why for every topic. Review your draft with your client.</li> <li>• Don't use this form if there is an OREF form that addresses the same subject matter.</li> <li>• This form cannot be over-used: <a href="#">OAR 863-015-0135(9)</a> requires every change to be in writing, dated, and signed by the buyer and seller. The Oregon Real Estate Agency has disciplined agents for relying on verbal modifications to the Sale Agreement.</li> </ul>

<b>CATEGORY</b>	AGREEMENT/COUNTEROFFER
<b>FORM NO.</b>	<b>OREF C-503</b>
<b>FORM TITLE</b>	<b>Buyer's Counteroffer</b>
<b>PURPOSE</b>	Used for a buyer making a counteroffer to a seller's counteroffer.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>• Countering a counteroffer can be confusing, so keep track of which provisions are still in agreement and which are not.</li> </ul>



## GUIDE TO USING OREF COMMERCIAL LIBRARY FORMS

This document provides a reference table and description guide for the transaction forms, advisories, notices, and other tools available to subscribers. The description guide section describes the purpose of each form and provides tips for using them. This Guide should not be relied upon for legal advice – if a seller or buyer needs advice regarding the legal effect of any specific form, they should be encouraged to consult with an attorney.

	<ul style="list-style-type: none"> <li>It is better to start over at some point, using a new Sale Agreement with a jointly written Addendum covering what everyone has agreed upon.</li> </ul>
<b>CATEGORY</b>	AGREEMENT/COUNTEROFFER
<b>FORM NO.</b>	<b>OREF C-504</b>
<b>FORM TITLE</b>	<b>Seller's Counteroffer</b>
<b>PURPOSE</b>	Used for a seller making a counteroffer to a buyer's offer to purchase.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>A counteroffer rejects the buyer's offer: the buyer can walk away.</li> <li>Be clear about what you are countering because things in the buyer's offer not countered remain part of the agreement.</li> </ul>
<b>CATEGORY</b>	ADDENDA
<b>FORM NO.</b>	<b>OREF C-505</b>
<b>FORM TITLE</b>	<b>Back-Up Offer Addendum</b>
<b>PURPOSE</b>	Used for a buyer to make an offer on a property with a pending offer or for a seller to make a counteroffer to a back-up buyer.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>Back-up buyers should be cautioned about waiving contingencies and unrealistic timelines in bidding wars.</li> <li>Find out if your brokerage has a protocol for handling multiple offers.</li> </ul>
<b>CATEGORY</b>	AGREEMENT/COUNTEROFFER
<b>FORM NO.</b>	<b>OREF C-506</b>
<b>FORM TITLE</b>	<b>Vacant Land Real Estate Sale Agreement</b>
<b>PURPOSE</b>	Used for the purchase and sale of land without a structure. It has all the applicable provisions of OREF C-501, but many inapplicable provisions have been deleted.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>The disclosure statement is not required by law when the property does not include a structure, so the parties can decide whether it will be provided and whether the buyer has a right to revoke the offer.</li> <li>Those using this form should be familiar with development issues such as non-resource uses (cemeteries, landfills, dumps); unrecorded agreements (for harvesting, fishing, hunting, livestock movement, and pasture); state or federal requirements regarding crops, grazing, reforestation, etc.; supplier agreements, production processing commitments, and similar obligations.</li> <li>Remind buyers to determine whether wells, water sources, or water district resources have been adequate for the seller's use of the property; and the availability and transferability of water rights.</li> </ul>
<b>CATEGORY</b>	ADDENDA
<b>FORM NO.</b>	<b>OREF C-507</b>
<b>FORM TITLE</b>	<b>Vacant Land Disclosure Statement</b>
<b>PURPOSE</b>	Operates much like the Seller's Property Disclosure Statement, although its use is not mandated by Oregon law. There are no provisions for structures.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>Section 14 of the Vacant Land Sale Agreement (OREF C-506) allows the parties to negotiate whether or not this form is required for the transaction. When representing sellers, discuss ahead of time whether they want to ask the buyer to waive receipt of this form and whether they want the buyer to have the right to revoke after reviewing the form.</li> </ul>
<b>CATEGORY</b>	REQUIRED
<b>FORM NO.</b>	<b>OREF C-510</b>
<b>FORM TITLE</b>	<b>Seller's Property Disclosure Statement</b>



## GUIDE TO USING OREF COMMERCIAL LIBRARY FORMS

This document provides a reference table and description guide for the transaction forms, advisories, notices, and other tools available to subscribers. The description guide section describes the purpose of each form and provides tips for using them. This Guide should not be relied upon for legal advice – if a seller or buyer needs advice regarding the legal effect of any specific form, they should be encouraged to consult with an attorney.

<b>PURPOSE</b>	Required if the property is one of the residential property types described in ORS 105.465(1)(a) and the buyer intends to use all or part of the property as a residence for the buyer or the buyer's spouse, parent, or child. Sellers must complete and deliver this form to each buyer who makes a written offer for a transaction that will not be exempt.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>• Users can help sellers understand the questions but must not help answer them or fill in the form.</li> <li>• Users should review the completed form to ensure all questions are answered and that the seller has attached information where a question marked with an asterisk is answered "yes."</li> <li>• Even if a seller is exempt, they must still disclose any known material information.</li> <li>• The Oregon Real Estate Agency has disciplined sellers' agents who post the form to the MLS instead of sending it to the buyer.</li> </ul>
<b>CATEGORY</b>	ADDENDA
<b>FORM NO.</b>	<b>OREF C-511</b>
<b>FORM TITLE</b>	<b>Seller's Property Disclosure Statement Addendum</b>
<b>PURPOSE</b>	The Seller's Property Disclosure Statement (OREF C-510) contains asterisks (*) where the seller's answer is to be supplemented by additional information. This form is formatted to provide that additional information.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>• Buyers have a five (5)-business-day right of revocation following delivery of the Seller's Property Disclosure Statement. However, if the form is incomplete due to the failure to include the required additional information, a buyer who wants to back out could argue that the 5-day period has not commenced since the form was delivered incomplete.</li> <li>• Users should ensure that, if there is an asterisk next to an answer marked yes, additional information is included in this addendum and attached to the Seller's Property Disclosure Statement when delivered to the buyer.</li> </ul>
<b>CATEGORY</b>	AGREEMENT/COUNTEROFFER
<b>FORM NO.</b>	<b>OREF C-512</b>
<b>FORM TITLE</b>	<b>Bill of Sale</b>
<b>PURPOSE</b>	Used whenever titled personal property is transferred as part of the sale or when personal property is more than a minor part of the transaction.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>• This form transfers ownership of personal property.</li> <li>• The seller promises that the seller owns the property, free and clear of any liens.</li> </ul>
<b>CATEGORY</b>	AGREEMENT/COUNTEROFFER
<b>FORM NO.</b>	<b>OREF C-513</b>
<b>FORM TITLE</b>	<b>Nondisclosure Agreement</b>
<b>PURPOSE</b>	To be used before the transfer of confidential information between parties.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>• Also referred to as an NDA (Non-disclosure Agreement)</li> <li>• This form requires confidential information to be used ONLY to pursue the transaction.</li> <li>• Typically used before providing financials on property or other non-public information.</li> </ul>
<b>CATEGORY</b>	AGREEMENT/COUNTEROFFER
<b>FORM NO.</b>	<b>OREF C-514</b>
<b>FORM TITLE</b>	<b>Letter of Intent to Purchase</b>
<b>PURPOSE</b>	To state the terms and conditions under which the buyer is interested in buying the property. This is a NON-BINDING contract.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>• Commonly referred to as an LOI (Letter of Intent)</li> <li>• This is typically a condensed version of the sale agreement, highlighting the upcoming offer's important pieces.</li> <li>• Use this form to set expectations.</li> </ul>
<b>CATEGORY</b>	AGREEMENT/COUNTEROFFER
<b>FORM NO.</b>	<b>OREF C-515</b>
<b>FORM TITLE</b>	<b>Seller's Response to Letter of Intent</b>
<b>PURPOSE</b>	Use this form to negotiate terms and conditions for your seller and create an expectation of the buyer's offer.



## GUIDE TO USING OREF COMMERCIAL LIBRARY FORMS

This document provides a reference table and description guide for the transaction forms, advisories, notices, and other tools available to subscribers. The description guide section describes the purpose of each form and provides tips for using them. This Guide should not be relied upon for legal advice – if a seller or buyer needs advice regarding the legal effect of any specific form, they should be encouraged to consult with an attorney.

<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>• A successful response will focus on the main differences between the parties and help them move toward an acceptable compromise without becoming overly detailed.</li> </ul>
<b>CATEGORY</b>	AGREEMENT/COUNTEROFFER
<b>FORM NO.</b>	<b>OREF C-516</b>
<b>FORM TITLE</b>	<b>Buyer's Response to Letter of Intent</b>
<b>PURPOSE</b>	To counter the terms and conditions in the Seller's Response to Letter of Intent.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>• This form should again focus on the high points to narrow the issues between the parties.</li> </ul>
<b>CATEGORY</b>	AGREEMENT/COUNTEROFFER
<b>FORM NO.</b>	<b>OREF C-517</b>
<b>FORM TITLE</b>	<b>Copyright Transfer Agreement</b>
<b>PURPOSE</b>	This form is used by an agent hiring a photographer, videographer, graphic artist, writer or others to create marketing that the agent wants to use without any of the usual limits imposed by copyright law.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>• This form allows the agent to copy and modify the contractor's photos, themes, descriptions, and other work as the agent chooses to market themselves and the properties they are advertising.</li> <li>• The contractor can still use the work created in advertising services to the contractor's potential clients.</li> </ul>
<b>CATEGORY</b>	ADDENDA
<b>FORM NO.</b>	<b>OREF C-518</b>
<b>FORM TITLE</b>	<b>Investment Property Addendum</b>
<b>PURPOSE</b>	Use this form when tenants will occupy the property. It lists documents and information to be delivered and deadlines for delivery and review.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>• Agents not previously involved in commercial transactions should seek assistance from their principal broker to determine which documents and information are relevant for the property purchase type.</li> <li>• The buyer agrees to the confidential treatment of information received.</li> <li>• The seller agrees to promptly disclose any material events.</li> </ul>
<b>CATEGORY</b>	AGREEMENT/COUNTEROFFER
<b>FORM NO.</b>	<b>OREF C-519</b>
<b>FORM TITLE</b>	<b>Tenant Estoppel Certificate</b>
<b>PURPOSE</b>	Buyers' agents use this when the buyer wants to ensure that the property's leases are valid and that the tenants have no unexpected claims against the landlord.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>• The buyer wants to know that the income stream for the property will be as described in the leases.</li> <li>• Without this, tenants may claim that they paid rent a year in advance, that the landlord never paid for promised tenant improvements, or that the landlord is in breach.</li> <li>• This form is rarely used for residential tenants.</li> </ul>
<b>CATEGORY</b>	AGREEMENT/COUNTEROFFER
<b>FORM NO.</b>	<b>OREF C-520</b>
<b>FORM TITLE</b>	<b>Assignment and Assumption of Leases</b>
<b>PURPOSE</b>	Used when tenants are in possession of all or a portion of the property.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>• The seller assigns all existing leases, and the buyer assumes the seller's lease obligations.</li> <li>• Each party indemnifies the other against claims arising during the period when the party owns the property.</li> </ul>
<b>CATEGORY</b>	ADDENDA
<b>FORM NO.</b>	<b>OREF C-521</b>
<b>FORM TITLE</b>	<b>Historic Property Addendum</b>



## GUIDE TO USING OREF COMMERCIAL LIBRARY FORMS

This document provides a reference table and description guide for the transaction forms, advisories, notices, and other tools available to subscribers. The description guide section describes the purpose of each form and provides tips for using them. This Guide should not be relied upon for legal advice – if a seller or buyer needs advice regarding the legal effect of any specific form, they should be encouraged to consult with an attorney.

<b>PURPOSE</b>	Use with OREF Commercial Sale Agreements and Advisory (OREF C-522) when a commercial property is or may become registered as "historic" under local, state, or federal laws and/or ordinances.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>Agents need special knowledge to represent the buyer of a potentially historic property. Historic designations carry property tax advantages that expire and restrictions that might interfere with a buyer's intended use of the property.</li> <li><b>Federal, state</b>, and many county and city programs exist for preserving historic properties.</li> </ul>
<b>CATEGORY</b>	INFORMATIONAL/ADVISORY
<b>FORM NO.</b>	<b>OREF C-522</b>
<b>FORM TITLE</b>	<b>Advisory to Buyer: Historic Property</b>
<b>PURPOSE</b>	This advisory alerts buyers to some of the unique aspects of owning historic property.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>Many of Oregon's 2,000 historic sites are private and subject to special assessment and restrictions on how the property can be modified and used.</li> </ul>
<b>CATEGORY</b>	ADDENDA
<b>FORM NO.</b>	<b>OREF C-523</b>
<b>FORM TITLE</b>	<b>Private Well Addendum</b>
<b>PURPOSE</b>	Used when the property gets groundwater for domestic purposes from an operational well located on the property or a nearby property and accessed through an easement or license.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>This addendum is required if the "Private Well" section of the Sale Agreement is marked "Yes."</li> <li>By law, the seller must test for specific contaminants. The buyer may ask the seller to pay for other tests like flow, lead, and other contaminants. The form allows the buyer to ask for logs and reports.</li> <li>The buyer is entitled to terminate if they are unsatisfied with well reports.</li> </ul>
<b>CATEGORY</b>	ADDENDA
<b>FORM NO.</b>	<b>OREF C-524</b>
<b>FORM TITLE</b>	<b>Septic / Onsite Sewage System Addendum</b>
<b>PURPOSE</b>	Buyers' agents use this addendum when the property has its own wastewater system onsite or when the wastewater system for the property is on a neighboring property, shared through an easement.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>The form requires sellers to make representations and provide documentation about these systems.</li> <li>The buyer can ask for inspections, pumping, or other work and ask for it to be paid by the seller. The buyer can terminate if not satisfied with an inspection report.</li> <li>Users unfamiliar with onsite systems should seek assistance from their principal broker.</li> </ul>
<b>CATEGORY</b>	ADDENDA
<b>FORM NO.</b>	<b>OREF C-525</b>
<b>FORM TITLE</b>	<b>Professional Inspection Addendum</b>
<b>PURPOSE</b>	Used when the buyer elects to use this protocol rather than the one described in Section (a) of the Property Inspections section of Commercial Sale Agreements.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>This form and the Sale Agreement provisions have advantages and disadvantages. Agents can get advice from their principal broker.</li> <li>One difference between the two: this form requires buyers to select inspections specifically; the Sale Agreement permits buyers to have as many inspections as they want within the inspection and due diligence period.</li> </ul>



## GUIDE TO USING OREF COMMERCIAL LIBRARY FORMS

This document provides a reference table and description guide for the transaction forms, advisories, notices, and other tools available to subscribers. The description guide section describes the purpose of each form and provides tips for using them. This Guide should not be relied upon for legal advice – if a seller or buyer needs advice regarding the legal effect of any specific form, they should be encouraged to consult with an attorney.

<b>CATEGORY</b>	ADDENDA
<b>FORM NO.</b>	<b>OREF C-526</b>
<b>FORM TITLE</b>	<b>Buyer's Repair Addendum</b>
<b>PURPOSE</b>	Prepared following a professional inspection if the buyer wants the seller to grant concessions or to perform maintenance, repairs, or replacements.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>• Use in conjunction with OREF C-527 &amp; C-528.</li> <li>• It is usually best not to ask that every problem in the report be corrected – being selective frequently gets a more positive response from the seller.</li> <li>• Avoid surprises and upset by having broker-to-broker conversations before delivering the form.</li> <li>• Remember that the lender (if there is one) typically has a right to see all addenda between parties and all reports.</li> </ul>
<b>CATEGORY</b>	ADDENDA
<b>FORM NO.</b>	<b>OREF C-527</b>
<b>FORM TITLE</b>	<b>Seller's Repair Addendum</b>
<b>PURPOSE</b>	Completed by the seller in response to Buyer's Repair Addendum (OREF C-526) to limit the repairs or concessions to those the seller is willing to make.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>• The Buyer and Seller Repair Addenda are standalone documents: any documents that are not final do not have to be provided to the lender.</li> <li>• Keep track of the end of the inspection period since a failure to object during that period constitutes acceptance of the property's condition as-is.</li> <li>• In the absence of another contingency, the only way for a buyer to terminate after the Inspection Period expires is to forfeit their earnest money.</li> </ul>
<b>CATEGORY</b>	NOTICE/REPRESENTATIONS
<b>FORM NO.</b>	<b>OREF C-528</b>
<b>FORM TITLE</b>	<b>Notice of Completion of Repairs / Corrective Action</b>
<b>PURPOSE</b>	Section 1 notifies the buyer that the work has been completed, and Section 2 notifies the seller that the buyer has received the notice.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>• The first section starts the clock on the buyer's re-inspection period.</li> <li>• The second section helps the seller avoid future liability by obtaining the buyer's acknowledgment that they have received the notice, which triggers the re-inspection period per the terms of the Buyer/Seller Repair Addenda (C-526 &amp; C-527).</li> </ul>
<b>CATEGORY</b>	REQUIRED
<b>FORM NO.</b>	<b>OREF C-529</b>
<b>FORM TITLE</b>	<b>Final Agency Acknowledgment Addendum</b>
<b>PURPOSE</b>	This form is required when the parties agree to use a sale agreement that does not have a Final Agency Acknowledgement at the top of the first page or when a new agent is added to an existing transaction.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>• See <a href="#">ORS 696.845</a> and <a href="#">OAR 863-015-0200</a>, which require buyers and sellers to acknowledge the existing agency relationships when buyers sign offers and when sellers sign acceptances, rejections, and counteroffers.</li> <li>• The form uses the wording required by the state. It also adds some helpful additional information.</li> </ul>
<b>CATEGORY</b>	REQUIRED





## GUIDE TO USING OREF COMMERCIAL LIBRARY FORMS

This document provides a reference table and description guide for the transaction forms, advisories, notices, and other tools available to subscribers. The description guide section describes the purpose of each form and provides tips for using them. This Guide should not be relied upon for legal advice – if a seller or buyer needs advice regarding the legal effect of any specific form, they should be encouraged to consult with an attorney.

<b>FORM NO.</b>	<b>OREF C-530</b>
<b>FORM TITLE</b>	<b>Initial Agency Disclosure Pamphlet</b>
<b>PURPOSE</b>	Oregon law requires agents to deliver this pamphlet to clients and certain prospective clients under <a href="#">ORS 696.280</a> and <a href="#">OAR 863-015-0215</a> .
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>• The pamphlet summarizes the definition of confidentiality and the duties of agents to others under ORS 696.800 - .820.</li> <li>• Must be delivered to clients and prospective clients at "first contact," meaning "when the agent has sufficient contact information about a person to provide an initial agency disclosure pamphlet to that person. Contact with a person includes, but is not limited to, contacts in person, by telephone, over the Internet, by electronic mail, or by similar methods."</li> </ul>
<b>CATEGORY</b>	REQUIRED
<b>FORM NO.</b>	<b>OREF C-531</b>
<b>FORM TITLE</b>	<b>Disclosed Limited Agency Agreement for Buyers</b>
<b>PURPOSE</b>	This form helps buyers' agents comply with <a href="#">ORS 696.815</a> and <a href="#">OAR 863-015-0210</a> , which require any disclosed limited agency to be disclosed and consented to in a document signed by the broker and client(s).
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>• Disclosed limited agency – a transaction where the buyer and seller, or two or more buyers, are represented by agents in the same brokerage – is not unusual or problematic as long as the principal broker follows procedures that ensure compliance with duties to all clients.</li> <li>• There is a greater risk when one agent represents both sides; the representations must be disclosed to each other, and the agents must comply with <a href="#">ORS 696.815</a>.</li> <li>• Having one side use a separate broker in the same company may be safer.</li> <li>• The options in this form allow clients to opt out of certain types of disclosed limited agency.</li> </ul>
<b>CATEGORY</b>	REQUIRED
<b>FORM NO.</b>	<b>OREF C-532</b>
<b>FORM TITLE</b>	<b>Disclosed Limited Agency Agreement for Sellers</b>
<b>PURPOSE</b>	Helps sellers' agents comply with <a href="#">ORS 696.815</a> and <a href="#">OAR 863-005-0210</a> , which require any Disclosed limited agency to be disclosed and consented to in writing and signed by the broker and client(s).
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>• Disclosed limited agency – a transaction where the buyer and seller, or two or more buyers, are represented by agents in the same brokerage – is not unusual or problematic as long as the principal broker follows procedures that ensure compliance with duties to all clients.</li> <li>• There is a greater risk when one agent represents both sides; the representations must be disclosed to each other, and the agents must comply with <a href="#">ORS 696.815</a>.</li> <li>• Having one side use a separate broker in the same company may be safer.</li> <li>• The options in this form allow clients to opt out of certain types of disclosed limited agency.</li> </ul>
<b>CATEGORY</b>	NOTICES/REPRESENTATIONS
<b>FORM NO.</b>	<b>OREF C-533</b>
<b>FORM TITLE</b>	<b>Unrepresented Party Acknowledgment</b>
<b>PURPOSE</b>	Agents should use this when one of the parties is not being represented by an agent.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>• Points out that agents have no duty of confidentiality to an unrepresented party.</li> </ul>



## GUIDE TO USING OREF COMMERCIAL LIBRARY FORMS

This document provides a reference table and description guide for the transaction forms, advisories, notices, and other tools available to subscribers. The description guide section describes the purpose of each form and provides tips for using them. This Guide should not be relied upon for legal advice – if a seller or buyer needs advice regarding the legal effect of any specific form, they should be encouraged to consult with an attorney.

<b>CATEGORY</b>	AGREEMENT/COUNTEROFFER
<b>FORM NO.</b>	<b>OREF C-534</b>
<b>FORM TITLE</b>	<b>Buyer's Representation Agreement - Exclusive</b>
<b>PURPOSE</b>	This contract describes the scope of the exclusive agent's services and what the buyer will pay the broker if the buyer purchases or leases property.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>• Buyer promises not to simultaneously use other agents to look for property.</li> <li>• Provides for the commission owed to be offset by any split received from the seller's agent.</li> <li>• Oregon law provides the term of the agreement cannot last longer than 2 years.</li> <li>• A representation agreement (either exclusive or nonexclusive) is required by law for all buyers.</li> <li>• Complies with the 2024 NAR Settlement and revisions to ORS 696.</li> </ul>
<b>CATEGORY</b>	ADDENDA
<b>FORM NO.</b>	<b>OREF C-534A</b>
<b>FORM TITLE</b>	<b>Buyer Representation Agreement Addendum</b>
<b>PURPOSE</b>	Allows easy revision of both OREF C-534 and OREF C-565, the exclusive and nonexclusive Buyer Representation Agreements.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>• Sections 1 &amp; 2 address the most common changes to a representation agreement.</li> <li>• Should not be used to convert a buyer from a nonexclusive to an exclusive relationship or vice versa. Use a new agreement in those situations.</li> </ul>
<b>CATEGORY</b>	AGREEMENT/COUNTEROFFER
<b>FORM NO.</b>	<b>OREF C-534B</b>
<b>FORM TITLE</b>	<b>Buyer Representation Agreement Termination</b>
<b>PURPOSE</b>	To document the termination of a Buyer Representation Agreement.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>• While the Buyer Representation Agreements can be terminated simply in writing, this form provides an avenue to officially document your termination.</li> <li>• Can be used with both the Exclusive and Nonexclusive versions of the Buyer Representation Agreement.</li> <li>• Be sure the buyer understands any obligation they have regarding early termination fees that were negotiated in the Buyer Representation Agreement.</li> <li>• Despite termination, some provisions of the Buyer Representation Agreement survive termination, including confidentiality, early termination fee, and dispute resolution.</li> </ul>
<b>CATEGORY</b>	AGREEMENT/COUNTEROFFER
<b>FORM NO.</b>	<b>OREF C-535</b>
<b>FORM TITLE</b>	<b>Seller's Fee Agreement</b>
<b>PURPOSE</b>	A buyer's broker can ask a FSBO seller to sign this form to give the broker a right to a commission if the broker's client buys the property.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>• This form points out that the broker does not represent the seller.</li> <li>• Agreements to pay a commission must be in writing to be enforceable, but a listing agreement would be inappropriate since the broker is not acting as the seller's agent.</li> </ul>
<b>CATEGORY</b>	NOTICES/REPRESENTATIONS



## GUIDE TO USING OREF COMMERCIAL LIBRARY FORMS

This document provides a reference table and description guide for the transaction forms, advisories, notices, and other tools available to subscribers. The description guide section describes the purpose of each form and provides tips for using them. This Guide should not be relied upon for legal advice – if a seller or buyer needs advice regarding the legal effect of any specific form, they should be encouraged to consult with an attorney.

<b>FORM NO.</b>	<b>OREF C-536</b>
<b>FORM TITLE</b>	<b>Buyer's Waiver of Right to Revoke</b>
<b>PURPOSE</b>	Use when the buyer decides to waive the 5-business day right of revocation under the Seller's Property Disclosure Statement law.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>• <a href="#">ORS 105.475(1)</a> permits the buyer to waive the right to revoke a purchase offer in writing.</li> <li>• In competitive bidding, some buyers and agents believe a waiver makes their offer more attractive.</li> <li>• The buyer's waiver of the right of revocation does not mean that the seller's representations are invalid - the buyer still has a right to rely on them.</li> </ul>
<b>CATEGORY</b>	NOTICES/REPRESENTATIONS
<b>FORM NO.</b>	<b>OREF C-537</b>
<b>FORM TITLE</b>	<b>Buyer's Notice to Seller of Revocation and Demand for Refund</b>
<b>PURPOSE</b>	Used when buyers revoke their offer as permitted under the Seller's Property Disclosure Statement law.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>• The detail in this form is important, so buyers' agents should not try to revoke using an addendum or other document.</li> <li>• This form should be fully completed and timely delivered to the title company. Send a copy to the seller's agent.</li> <li>• The title company must disburse the earnest money deposit to the buyer if the buyer revokes timely, even if the seller objects. See <a href="#">ORS 105.475(5)</a>.</li> </ul>
<b>CATEGORY</b>	NOTICES/REPRESENTATIONS
<b>FORM NO.</b>	<b>OREF C-538</b>
<b>FORM TITLE</b>	<b>Delivery of Reports</b>
<b>PURPOSE</b>	The parties use this notice to provide documentation of delivery of items which could include documents, reports or even keys.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>• This form can be used multiple times using the blank line in the form's title to number each version when items are delivered.</li> <li>• Best practice when delivering any reports or documents is to clearly identify the item using the title or description and to be sure to include the number of pages in each report or document.</li> <li>• The signing of this form by the receiving party is only acknowledging receipt, it is not their approval of the document or report.</li> </ul>
<b>CATEGORY</b>	NOTICE/REPRESENTATIONS
<b>FORM NO.</b>	<b>OREF C-539</b>
<b>FORM TITLE</b>	<b>Buyer's Notice of Termination</b>
<b>PURPOSE</b>	Buyer's agents use this form to terminate the transaction based on certain conditions.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>• Verify the transaction hasn't automatically terminated based on circumstances within the sale agreement.</li> <li>• Do not provide inspection reports unless requested.</li> <li>• Be sure the appropriate amount of earnest money funds are being disbursed to the appropriate party.</li> </ul>
<b>CATEGORY</b>	AGREEMENT/COUNTEROFFER
<b>FORM NO.</b>	<b>OREF C-540</b>
<b>FORM TITLE</b>	<b>Termination Agreement</b>



## GUIDE TO USING OREF COMMERCIAL LIBRARY FORMS

This document provides a reference table and description guide for the transaction forms, advisories, notices, and other tools available to subscribers. The description guide section describes the purpose of each form and provides tips for using them. This Guide should not be relied upon for legal advice – if a seller or buyer needs advice regarding the legal effect of any specific form, they should be encouraged to consult with an attorney.

<b>PURPOSE</b>	This form should be signed and delivered to escrow when the seller and buyer <u>mutually</u> agree to terminate the transaction. Use the first part to terminate the transaction only, but use both parts when there is an agreement on the disbursement of the earnest money.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>• This form is <u>not</u> appropriate when the buyer is terminating under the 5-business day right of revocation: use OREF C-537 in that situation.</li> <li>• When terminating, no earnest money can be disbursed from escrow unless this form, or one provided by escrow, is signed by all parties.</li> <li>• If the parties agree to terminate but don't agree on who is entitled to the earnest money, using the first part allows the seller to put the property back on the market.</li> </ul>
<b>CATEGORY</b>	NOTICES/REPRESENTATIONS
<b>FORM NO.</b>	<b>OREF C-541</b>
<b>FORM TITLE</b>	<b>Notice to Parties of Demand for Disbursal of Disputed Funds</b>
<b>PURPOSE</b>	Used to notify parties that the principal broker holding funds in a trust account has received a demand for disbursal of those funds.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>• <a href="#">OAR 863-015-0186</a> states that a principal broker holding "disputed funds" in a client trust account must issue this letter to the parties within 20 days of receiving a demand for the money.</li> <li>• The money can only be returned to the party who delivered the funds to the principal broker and only if no party provides proof that a legal claim to the funds has been filed.</li> </ul>
<b>CATEGORY</b>	AGREEMENT/COUNTEROFFER
<b>FORM NO.</b>	<b>OREF C-542</b>
<b>FORM TITLE</b>	<b>Option Agreement</b>
<b>PURPOSE</b>	Used when a seller agrees to sell to a buyer at a specific price and within a specific time in the future. The Option Agreement can be a standalone option to purchase, or it can be combined with a lease for a lease-option transaction.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>• An OREF Sale Agreement must always be attached as an exhibit to this Option Agreement.</li> <li>• If the option is part of a lease, a lease agreement must also be attached as an exhibit. (OREF does not currently publish a lease form.) Each party should be given a copy of the Advisory Regarding Lease Option (OREF C-543).</li> <li>• OREF 065 can be used to trigger partial payment of the commission.</li> </ul>
<b>CATEGORY</b>	AGREEMENT/COUNTEROFFER
<b>FORM NO.</b>	<b>OREF C-542A</b>
<b>FORM TITLE</b>	<b>Memorandum to Option Agreement</b>
<b>PURPOSE</b>	This form is a recording memorandum of the OREF C-542 Option Agreement. It was separated from the Agreement because it serves a different purpose. The parties can certainly record the entire Option Agreement, but they can record just this Memorandum (a) if they don't want the public to know all of the terms of the Option, or (b) to reduce recording fees.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>• When this Memorandum is recorded, the Option Agreement will appear as an exception on preliminary title reports and title insurance policies.</li> <li>• Optionees (buyers) may want to record this to ensure that the seller cannot sell the property to someone else. Optionors (owners) may not want to record this because the buyer might, for some reason, refuse to release it at the end of the option term. Whether anything is recorded is a matter to be negotiated.</li> </ul>
<b>CATEGORY</b>	INFORMATIONAL/ADVISORY
<b>FORM NO.</b>	<b>OREF C-543</b>



## GUIDE TO USING OREF COMMERCIAL LIBRARY FORMS

This document provides a reference table and description guide for the transaction forms, advisories, notices, and other tools available to subscribers. The description guide section describes the purpose of each form and provides tips for using them. This Guide should not be relied upon for legal advice – if a seller or buyer needs advice regarding the legal effect of any specific form, they should be encouraged to consult with an attorney.

<b>FORM TITLE</b>	<b>Advisory Regarding Lease Option</b>
<b>PURPOSE</b>	Used with OREF C-542 to explain lease options.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>The advisory describes risks arising in the lease/option context and contractual issues the parties may want to negotiate.</li> </ul>
<b>CATEGORY</b>	INFORMATIONAL/ADVISORY
<b>FORM NO.</b>	<b>OREF C-544</b>
<b>FORM TITLE</b>	<b>Advisory Regarding the Foreign Investment in Real Property Tax Act</b>
<b>PURPOSE</b>	Use this form to advise the parties about FIRPTA and when it applies. The advisory states that the buyer must send 10-15% of the seller's gross proceeds to the IRS if the seller is a "foreign person," as defined by federal law.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>Sellers who are not U.S. citizens or do not have a "green card" should, before listing a property, talk with an accountant about whether an exemption to FIRPTA is available.</li> <li>Buyers might have to pay the 10-15% withholding if a seller is a "foreign person" and an amount that should have been withheld is not sent to the IRS at closing.</li> <li>Escrow can usually assist with some functions.</li> </ul>
<b>CATEGORY</b>	INFORMATIONAL/ADVISORY
<b>FORM NO.</b>	<b>OREF C-545</b>
<b>FORM TITLE</b>	<b>Advisory Regarding Electronic Funds</b>
<b>PURPOSE</b>	This advisory warns clients of the dangers of electronically transferring funds and suggests ways to protect themselves.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>The form explains methods commonly used to steal electronic funds and reminds clients to take steps to keep their funds safe.</li> <li>Includes contact information for law enforcement agencies.</li> </ul>
<b>CATEGORY</b>	ADDENDA
<b>FORM NO.</b>	<b>OREF C-546</b>
<b>FORM TITLE</b>	<b>Lead-Based Paint Disclosure Addendum</b>
<b>PURPOSE</b>	Federal law requires using this form if the property includes one or more residential dwellings and was construed before 1978. It requires sellers to give buyers test results, reports, records, or other information they have and to give time to do their own testing.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>A summary of the lead-based paint rules is <a href="#">here</a>.</li> <li>Federal law requires agents to ensure the seller knows their duty to disclose, ensure the lead-based paint pamphlet is delivered to the buyer, get this form signed by all parties, and retain records for at least three years.</li> <li>The Sale Agreement gives buyers ten days to conduct a lead-based paint inspection or risk assessment. The Sale Agreement does not become binding until the 10-day period has elapsed, so buyers should receive this early in the transaction. The 10-day period may be waived or modified, but only in writing.</li> </ul>
<b>CATEGORY</b>	NOTICES/REPRESENTATIONS
<b>FORM NO.</b>	<b>OREF C-547</b>
<b>FORM TITLE</b>	<b>Notice of Real Estate Compensation</b>
<b>PURPOSE</b>	<a href="#">ORS 696.582</a> requires escrow to hold the commission shown in a compensation agreement if escrow has a principal broker signed Notice of Real Estate Compensation and conflicting written closing instructions from the parties.



## GUIDE TO USING OREF COMMERCIAL LIBRARY FORMS

This document provides a reference table and description guide for the transaction forms, advisories, notices, and other tools available to subscribers. The description guide section describes the purpose of each form and provides tips for using them. This Guide should not be relied upon for legal advice – if a seller or buyer needs advice regarding the legal effect of any specific form, they should be encouraged to consult with an attorney.

<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>Agents cannot submit instructions to escrow because they are not "parties" to the transaction in escrow; only sellers and buyers are parties.</li> <li>This form is the "notice" mentioned in ORS 696.582, allowing the agent's principal broker to comply with that statute.</li> </ul>
<b>CATEGORY</b>	INFORMATIONAL/ADVISORY
<b>FORM NO.</b>	<b>OREF C-548</b>
<b>FORM TITLE</b>	<b>Advisory to Buyer Waiving Contingencies</b>
<b>PURPOSE</b>	Used when a buyer wants to waive one of the standard contingencies in the Sale Agreement or an addendum.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>Points out that agents do not recommend waiving standard contingencies, and buyers should consult with inspectors, lawyers, and others to understand the risks of giving up rights.</li> </ul>
<b>CATEGORY</b>	INFORMATIONAL/ADVISORY
<b>FORM NO.</b>	<b>OREF C-549</b>
<b>FORM TITLE</b>	<b>Advisory to Buyer Recording Devices May Be Present</b>
<b>PURPOSE</b>	Use this to warn buyers not to disclose anything during a showing.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>Before showing the property, discuss with the buyer the importance of waiting to say anything about how much they like the property, how much they would pay for it, things they don't like about it, and similar information until they have left the property.</li> </ul>
<b>CATEGORY</b>	ADDENDA
<b>FORM NO.</b>	<b>OREF C-550</b>
<b>FORM TITLE</b>	<b>Solar Panel System Addendum</b>
<b>PURPOSE</b>	The parties use this addendum to allow the seller to inform the buyer about whether a third-party agreement controls the use of the solar panel system and, if so, to create a contingency allowing the buyer to terminate if the buyer is unable to assume that agreement on terms acceptable to the buyer.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>This form must be delivered timely to the other party or their agent.</li> <li>It requires owner's manuals and other solar panel documents to be provided up front, along with information about the third party.</li> <li>The form provides a period of time to negotiate the transaction rather than terminate it if the buyer cannot assume the third-party agreement.</li> </ul>
<b>CATEGORY</b>	NOTICES/REPRESENTATIONS
<b>FORM NO.</b>	<b>OREF C-551</b>
<b>FORM TITLE</b>	<b>Notice of Default</b>
<b>PURPOSE</b>	This form is used when a party believes the other party has failed to comply with their sale agreement obligations.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>Legal advice is recommended to determine if a default has taken place. This form is not to be used lightly.</li> <li>Discuss giving the defaulting party "one more chance" with a cure period to resolve their default.</li> </ul>
<b>CATEGORY</b>	ADDENDA
<b>FORM NO.</b>	<b>OREF C-552</b>
<b>FORM TITLE</b>	<b>Woodstove Wood-Burning Fireplace Insert Addendum</b>



## GUIDE TO USING OREF COMMERCIAL LIBRARY FORMS

This document provides a reference table and description guide for the transaction forms, advisories, notices, and other tools available to subscribers. The description guide section describes the purpose of each form and provides tips for using them. This Guide should not be relied upon for legal advice – if a seller or buyer needs advice regarding the legal effect of any specific form, they should be encouraged to consult with an attorney.

<b>PURPOSE</b>	Solid-fuel burning devices that are not certified by the Oregon DEQ or U.S. EPA are major sources of pollutants. Oregon law ( <a href="#">ORS 468A.460-468A.515</a> ) requires sellers of "residential structures" to remove and destroy uncertified solid fuel-burning devices. This form explains the law and allows the parties to specify whether the seller or buyer will remove the device.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>• The seller must arrange to remove and destroy uncertified devices before closing, unless the buyer agrees to do so within 30 days after closing.</li> <li>• Whoever agrees to remove the device must take it to a metal scrap recycler or DEQ-approved landfill, obtain a receipt verifying the destruction of the device, and then notify DEQ.</li> <li>• <a href="#">Link to Oregon Heat Smart Program.</a></li> </ul>
<b>CATEGORY</b>	INFORMATIONAL/ADVISORY
<b>FORM NO.</b>	<b>OREF C-553</b>
<b>FORM TITLE</b>	<b>Advisory Regarding Smoke and Carbon Monoxide Alarms</b>
<b>PURPOSE</b>	Combines information regarding smoke and carbon monoxide alarms. Space is provided for the user to add any local or regional sources of alarm information.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>• Provide this form to the seller early in the transaction as a reminder that any devices that do not meet legal requirements must be installed or replaced by the seller before commencement of the inspection period.</li> <li>• Due to liability concerns, agents should not install these devices.</li> </ul>
<b>CATEGORY</b>	INFORMATIONAL/ADVISORY
<b>FORM NO.</b>	<b>OREF C-554</b>
<b>FORM TITLE</b>	<b>Advisory and Instructions Regarding Real Estate Purchase and Sale Forms</b>
<b>PURPOSE</b>	This form aids subscribers in educating their clients on different form options, guides them through the selection process for how their transaction will be documented, clarifies that form sets are not interchangeable and points out that an attorney's assistance may be needed.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>• Cover this form as early in the process as possible.</li> <li>• While your client may use this form to express a preference, don't forget that agents still have an obligation to present all written offers and counteroffers, regardless of the form set they are written on.</li> <li>• A conversation with a co-op broker before any documents are generated is strongly recommended to determine each side's preferences and overcome potential conflicts.</li> </ul>
<b>CATEGORY</b>	INFORMATIONAL/ADVISORY
<b>FORM NO.</b>	<b>OREF C-555</b>
<b>FORM TITLE</b>	<b>Offer Summary</b>
<b>PURPOSE</b>	<p>When representing a buyer, include this with your offer to provide the listing agent/seller with a quick overview of the offer terms.</p> <p>When representing a seller in a multiple-offer situation, you can use this summary to provide your seller with a quick overview of each offer.</p>
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>• The form auto-populates to allow a quick look at many of the transaction terms.</li> <li>• This can be a helpful guide to ensure you haven't missed filling out fields within the offer.</li> </ul>
<b>CATEGORY</b>	INFORMATIONAL/ADVISORY
<b>FORM NO.</b>	<b>OREF C-556</b>
<b>FORM TITLE</b>	<b>Advisory Regarding Seller-Carried Transactions</b>



## GUIDE TO USING OREF COMMERCIAL LIBRARY FORMS

This document provides a reference table and description guide for the transaction forms, advisories, notices, and other tools available to subscribers. The description guide section describes the purpose of each form and provides tips for using them. This Guide should not be relied upon for legal advice – if a seller or buyer needs advice regarding the legal effect of any specific form, they should be encouraged to consult with an attorney.

<b>PURPOSE</b>	This informational form explains a seller-carried transaction, and the guidelines that must be followed by the parties and those who provide real estate financing services.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>• Problems that develop in seller-carried financing include losing lien priority, unqualified buyers who fail to make payments, and the buyer's inability to obtain clean title if the seller doesn't release the contract upon final payment. Give this advisory to buyers and sellers early in this process so that they can make good decisions when they are filling out the Seller-Carried Transaction Addendum about checking creditworthiness, buying title insurance and using a collection escrow. Those steps help ensure that the parties' interests will be protected and the repayment process will go more smoothly.</li> <li>• Communication via email is best, as it creates an accessible record of the communication.</li> </ul>
<b>CATEGORY</b>	ADDENDA
<b>FORM NO.</b>	<b>OREF C-557</b>
<b>FORM TITLE</b>	<b>Seller-Carried Transaction Addendum</b>
<b>PURPOSE</b>	Used when the seller provides some or all of the financing for the purchase of real estate. This supplement to the Sale Agreement covers terms unique to seller-carried financing, such as loan type, repayment terms, interest rate, maturity date, and responsibility for insurance and property taxes.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>• Agents involved in these transactions can be information resources to their clients: they can direct them to sources containing amortization schedules, loan rates, and reliable legal and financing information. But being the source of information exposes agents to liability.</li> <li>• It is illegal for agents to negotiate loan terms such as loan types, interest rates, or payment amounts unless they are licensed mortgage loan originators. However, agents may write up transactions based on their clients' choices and convey authorized information to the other broker.</li> </ul>
<b>CATEGORY</b>	AGREEMENT/COUNTEROFFER
<b>FORM NO.</b>	<b>OREF C-558</b>
<b>FORM TITLE</b>	<b>Broker of Record Agreement</b>
<b>PURPOSE</b>	State law allows an agent who does not have an Oregon license to perform certain non-residential professional real estate activities in Oregon, as long as those activities are performed under the supervision and control of an Oregon principal broker. This form clearly defines the timeframe and compensation relationship between an out-of-state broker and an Oregon principal broker.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>• It is important to properly vet the out-of-state agent, just as you would an in-state agent joining your brokerage, to avoid any liability that might arise from supervising an agent who makes mistakes.</li> <li>• Out-of-state agents must comply with Oregon statutes and be accompanied by an Oregon agent during showings and negotiations.</li> </ul>
<b>CATEGORY</b>	AGREEMENT/COUNTEROFFER
<b>FORM NO.</b>	<b>OREF C-559</b>
<b>FORM TITLE</b>	<b>Exclusive Right to Sell Commercial Property</b>
<b>PURPOSE</b>	This form creates an agreement between a property owner and a brokerage to list a commercial property. It outlines the listing agent's exclusive right to sell a property, including duration.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>• Review the provisions for how compensation is earned and paid before beginning to fill out the form so that you will know all of the options.</li> <li>• Give the seller plenty of time to review Section 4 so that they will understand the representations they are making.</li> </ul>
<b>CATEGORY</b>	AGREEMENT/COUNTEROFFER





## GUIDE TO USING OREF COMMERCIAL LIBRARY FORMS

This document provides a reference table and description guide for the transaction forms, advisories, notices, and other tools available to subscribers. The description guide section describes the purpose of each form and provides tips for using them. This Guide should not be relied upon for legal advice – if a seller or buyer needs advice regarding the legal effect of any specific form, they should be encouraged to consult with an attorney.

<b>FORM NO.</b>	<b>OREF C-560</b>
<b>FORM TITLE</b>	<b>Exclusive Right to Lease</b>
<b>PURPOSE</b>	This form creates an agreement between a property owner and a brokerage for the lease of a commercial property. It outlines the terms upon which a landlord retains an agent to list a property for lease.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>• It will be necessary to have a conversation with the landlord about lease terms and compensation in order to fill out Sections 2 and 3.</li> <li>• Give the landlord plenty of time to review Section 4 so that they will understand the representations they are making.</li> <li>• If the landlord would rather litigate than use mediation and arbitration to settle disputes, check with your principal broker before removing Section 5.</li> </ul>
<b>CATEGORY</b>	AGREEMENT/COUNTEROFFER
<b>FORM NO.</b>	<b>OREF C-561</b>
<b>FORM TITLE</b>	<b>Referral Fee Agreement</b>
<b>PURPOSE</b>	Used when referring a buyer and/or seller to another agent.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>• Agents can refer a client as a buyer, seller, or both. Be sure to select which option (or both if they apply).</li> <li>• If referring a client as both a buyer and seller, complete all fields for each side.</li> <li>• It is best to execute this agreement before providing the other agent with client names and contact information.</li> </ul>
<b>CATEGORY</b>	AGREEMENT/COUNTEROFFER
<b>FORM NO.</b>	<b>OREF C-562</b>
<b>FORM TITLE</b>	<b>Assignment and Assumption of Sale Agreement</b>
<b>PURPOSE</b>	This form is used when a buyer wants to assign the sale agreement to another party during the transaction, either a new buyer or an additional buyer.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>• Use this when the buyer would like to step out by assigning the Sale Agreement to a new buyer, or when the buyer would like to remain a buyer but bring in an additional buyer.</li> <li>• It is important to read the form and check the applicable boxes, but if the original buyer is stepping out, remember that releasing the assignor might need to be negotiated.</li> <li>• If the seller has already given up their right to prevent an assignment, the seller's signature is not required.</li> </ul>
<b>CATEGORY</b>	NOTICES/REPRESENTATIONS
<b>FORM NO.</b>	<b>OREF C-563</b>
<b>FORM TITLE</b>	<b>Translation and Interpretation Service Affidavit</b>
<b>PURPOSE</b>	This form is a risk reduction tool for subscribers working with clients who are not fluent in the same language as the agent.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>• If a client has identified someone who will act as an interpreter, this affidavit can be provided to that interpreter to establish a mutual understanding of the interpreter's services.</li> <li>• This is not intended to be a contract for services, but rather, it confirms the interpreter's qualifications, defines the scope of services, and requires the interpreter to inform the agent if there is any communication, document or other item they do not understand.</li> </ul>
<b>CATEGORY</b>	INFORMATIONAL/ADVISORY
<b>FORM NO.</b>	<b>OREF C-564</b>
<b>FORM TITLE</b>	<b>Advisory Regarding Real Estate Compensation</b>



## GUIDE TO USING OREF COMMERCIAL LIBRARY FORMS

This document provides a reference table and description guide for the transaction forms, advisories, notices, and other tools available to subscribers. The description guide section describes the purpose of each form and provides tips for using them. This Guide should not be relied upon for legal advice – if a seller or buyer needs advice regarding the legal effect of any specific form, they should be encouraged to consult with an attorney.

<b>PURPOSE</b>	Explains to both buyers and sellers how real estate compensation works.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>• Reminds buyers and sellers that there are no standard compensation rates and that all compensation is negotiable.</li> <li>• Include this form in both your buyer and listing packets and have conversations early on to make sure your buyer or seller knows how compensation will work in their transaction.</li> </ul>
<b>CATEGORY</b>	AGREEMENT/COUNTEROFFER
<b>FORM NO.</b>	<b>OREF C-565</b>
<b>FORM TITLE</b>	<b>Buyer's Representation Agreement – Nonexclusive</b>
<b>PURPOSE</b>	This contract describes the scope of the nonexclusive agent's services and what the buyer will pay the broker if the buyer purchases or leases property.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>• Allows the buyer to enter into representation agreements with other agents during the term.</li> <li>• Provides for the commission owed to be offset by any split received from the seller's agent.</li> <li>• The term of the agreement cannot last longer than 2 years.</li> <li>• A representation agreement (either exclusive or nonexclusive) is required by law for all buyers.</li> <li>• Complies with 2024 NAR Settlement and revisions to ORS 696.</li> </ul>
<b>CATEGORY</b>	ADDENDA
<b>FORM NO.</b>	<b>OREF C-566</b>
<b>FORM TITLE</b>	<b>Seller Contributions Addendum</b>
<b>PURPOSE</b>	Used to request that the seller make contributions towards buyers' expenses, including buyer's agent's compensation, closing costs, or other financial matters.
<b>USER TIPS</b>	<ul style="list-style-type: none"> <li>• Should only be used when there is not an existing agreement in place regarding how the seller will contribute to buyer's expenses.</li> <li>• If the seller does not agree to the terms presented by the buyer, the seller can present another version for consideration. One common practice is to write "Rejected" on the addendum and have your client initial it to document that it was presented.</li> <li>• Use the blank line in the form's title to track different versions, as there can be multiple negotiation points in a transaction.</li> <li>• The total amount should be indicated on items (a) or (b), and make sure that any terms agreed to on previous versions are still applicable unless they are modified on a new version.</li> </ul>