

**BROKER OF RECORD AGREEMENT**

1 The real estate agents of \_\_\_\_\_ (“Brokerage”) are licensed to perform  
2 professional real estate activity, as defined in [ORS 696.010\(17\)](#), (“Activities”) in Oregon. \_\_\_\_\_  
3 \_\_\_\_\_ (“Agent”), who is not licensed to perform Activities in Oregon, wishes to perform  
4 certain Activities in Oregon as permitted under [ORS 696.290\(7\)](#). Brokerage is willing to supervise and control Agent’s Activities under the terms of  
5 this Broker of Record Agreement (this “Agreement”).

6 Brokerage and Agent enter into this Agreement on the following terms and conditions:

7 **1. TERM:** This Agreement begins on (*insert date*) \_\_\_\_\_ and expires on (*insert date*) \_\_\_\_\_.

8 **2. AGENT’S CLIENT:** The person or entity Agent represents in Oregon in connection with this Agreement is (*insert name[s]*) \_\_\_\_\_  
9 \_\_\_\_\_.

10 **3. BROKERAGE’S CONTROL AND SUPERVISION:** Agent’s Activities conducted in Oregon will be under the supervision and control of one or more  
11 of Brokerage’s principal brokers and will comply with all applicable Oregon laws.

12 **4. AGENT’S OBLIGATIONS:** With respect to Agent’s Activities in Oregon, Agent will:

13 (a) review and comply with Oregon Revised Statutes (“ORS”) [Chapter 696](#), Oregon Administrative Rules (“OAR”) [Chapter 863 Division 15](#),  
14 and all other applicable laws;

15 (b) if performing management of rental real estate, as defined in [ORS 696.010\(14\)](#), review and comply with [ORS Chapter 696](#) and  
16 OAR Chapter 863 Division 25, and all other applicable law;

17 (c) confine Agent’s Activities in Oregon to those that are described in [ORS 696.290\(7\)\(b\)](#) as involving “nonresidential real estate,” which  
18 means “real property that is improved or available for improvement by commercial structures or five or more residential dwelling units;”

19 (d) conduct any advertising Activities in the name of the Brokerage, and not directly or indirectly indicate to the public that Agent or Agent’s  
20 out-of-state brokerage is authorized to conduct Activities in Oregon except under the terms of this Agreement;

21 (e) comply with all lawful instructions received from Brokerage;

22 (f) not conduct any property showings or negotiations in Oregon unless accompanied by a real estate agent associated with Brokerage;

23 (g) provide twenty-four (24) hours’ advance notice, or as much notice as possible, to Brokerage before conducting any property showings or  
24 negotiations in Oregon;

25 (h) comply with [OAR 863-015-0257](#) in the handling of earnest money, including transmitting it to the Brokerage within three (3) banking days  
26 of receipt;

27 (i) create, keep, and deliver to Brokerage all records required by Brokerage;

28 (j) not accept any compensation for the Activities from any person or entity other than Brokerage;

29 (k) promptly notify Brokerage of any circumstance that could reasonably become the subject of a claim for damages or a real estate license  
30 claim;

31 (l) indemnify and hold harmless Brokerage and Brokerage’s employees, officers, agents, successors and assigns from and against any cost,  
32 loss or liability arising out of Agent’s Activities; and

33 (m) until further notice, the principal broker who will control and supervise Agent’s Activities is (*insert name*) \_\_\_\_\_  
34 \_\_\_\_\_, whose license number is \_\_\_\_\_.

35 **5. AGENT’S REPRESENTATIONS:** Agent represents and warrants:

36 (a) Agent is actively licensed as a real estate agent in (*insert state*) \_\_\_\_\_ (the “Jurisdiction”);

37 (b) Agent’s real estate license number in the Jurisdiction is \_\_\_\_\_;

38 (c) Agent’s address in the Jurisdiction is: (*insert street address, city, state, zip code*) \_\_\_\_\_  
39 \_\_\_\_\_;

Brokerage Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

Agent Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

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

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40 (d) Agent is qualified to perform nonresidential Activities in the Jurisdiction; and

41 (e) Agent has not performed any Activities in Oregon not controlled and supervised under an agreement that complies with [ORS 696.290\(7\)](#).

42 **6. BROKERAGE'S OBLIGATIONS:**

43 (a) One or more real estate agents associated with Brokerage will accompany Agent and the client during any property showings or  
44 negotiations conducted in Oregon.

45 (b) Brokerage will supervise and control all property showings and negotiations regarding conducted by Agent in Oregon; and

46 (c) Brokerage will perform its activities under this Agreement in compliance with applicable law.

47 **7. COMPENSATION:** From any compensation to which Agent is entitled for the Activities, Brokerage will retain: *(select one)*

48 (a)  \_\_\_\_\_ % of the purchase price; or

49 (b)  \$ \_\_\_\_\_ flat fee.

50 **8. MISCELLANEOUS:**

51 (a) This Agreement is the only agreement between the parties related to the Activities, will be construed in accordance with and governed by  
52 the laws of the State of Oregon, may be signed electronically, and may only be modified in writing, signed by both parties.

53 (b) The parties acknowledge that mediation helps parties settle disputes, and any party may propose mediation whenever appropriate through  
54 Arbitration Service of Portland, Inc ("ASP" or any mediator selected by the parties. Any dispute or claim that arises out of or relates to this  
55 Agreement, or to the interpretation or breach of this Agreement, or to the existence, validity, or scope of this Agreement, will be resolved by  
56 arbitration in accordance with the then effective arbitration rules of, and by filing a claim with, Arbitration Service of Portland, Inc., and judgment  
57 upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. The party prevailing in an  
58 arbitration will be entitled to recover from the other party its reasonable attorney and other expert fees and all other fees, costs, and expenses  
59 incurred and reasonably necessary in connection therewith.

60 (c) Principal Broker (if different from the person signing for Brokerage) executes this Agreement to indicate Principal Broker's agreement to  
61 control and supervise Agent's Activities. Agent's Supervising Broker executes this Agreement to indicate Supervising Broker's permission for  
62 Agent to perform the Activities in Oregon.

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63 Brokerage \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_  a.m.  p.m. ←

64 Principal Broker \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_  a.m.  p.m. ←

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65 Agent \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_  a.m.  p.m. ←

66 Supervising Broker \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_  a.m.  p.m. ←