

EXCLUSIVE RIGHT TO SELL COMMERCIAL PROPERTY

1 _____ ("Seller") is/are the seller(s) of the real property located at
2 (insert street address, city, state, zip code) _____

3 _____ (the "Property") and grants to
4 _____ ("Agent") for and on behalf of _____ ("Brokerage") the
5 exclusive right to offer the Property for sale on the terms and conditions of this Exclusive Right to Sell Commercial Property (this "Agreement").

6 **1. TERM:** This Agreement begins on (insert date) _____ and expires on (insert date) _____ (the
7 "Term"). Any Term extension must be in writing.

8 **2. MARKETING:** Broker will diligently seek buyers for the Property. Seller authorizes Agent to use all methods typically used by commercial real
9 estate agents to market the Property for sale, including, but not limited to, advertising, listing, showing, and working with other real estate agents. The
10 terms upon which Seller authorizes Agent to offer the Property for sale are:

11 (a) List Price: \$ _____

12 (b) Other: (describe) _____
13 _____

3. COMPENSATION:

14 (a) Seller will pay Brokerage a compensation if, during the Term or within _____ Days (one hundred eighty [180] if not filled in) after the end
15 of the Term:

- 16 (i) Seller agrees to sell, exchange, lease with purchase option, grant an option to purchase, or otherwise transfer the Property (a "Sale");
17 (ii) a third party is ready, willing, and able to enter into a Sale on terms acceptable to Seller;
18 (iii) Seller agrees to a Sale but fails to close the Sale due to Seller's own default under the Sale agreement; or
19 (iv) Agent or a real estate agent working with Agent is the procuring cause of a Sale.
20

21 However, Seller will have no obligation to pay compensation under this Agreement if Seller owes compensation to another brokerage under
22 an agreement that begins after the expiration of the Term.

23 (b) The amount of the Brokerage's compensation will be (select one):

24 (i) _____ % of the Sale price;

25 (ii) \$ _____ flat fee; or

26 (iii) Other: (describe) _____

27 (c) Seller will pay the compensation to Brokerage upon closing of a Sale and assigns that portion of the sale proceeds to Brokerage. If the
28 Sale is closed in escrow, Seller instructs escrow to pay Brokerage in accordance with this Agreement. Any compensation not paid when due
29 will bear interest at the rate of nine percent (9.00%) per annum.

30 (d) If a Sale of the Property fails to close and earnest money is to be paid to Seller, _____ % of the earnest money will be paid to Seller and
31 the balance will be paid to Brokerage, but not exceeding the amount described in Section 3(b).

32 **Seller's initials:** _____ / _____

4. REPRESENTATIONS, OBLIGATIONS, INDEMNITY, AND ACKNOWLEDGMENTS: Seller represents to Brokerage and agrees that:

34 (a) Seller is the only Seller, or all of the Sellers, of the Property, and Seller has all authority necessary to list the Property for sale;

35 (b) Seller has disclosed to Agent and will disclose to any potential buyer all information material to the Property and its value; all such
36 information is accurate in all material respects; and if Seller becomes aware that any of that information is not accurate, Seller will immediately
37 notify Agent in writing;

38 (c) Seller acknowledges that Agent has no obligation to investigate the condition of or title to the Property, or to determine whether there are
39 dangerous substances or conditions on the Property, and Seller will disclose all such issues to any prospective buyer;

40 (d) Seller will cooperate with Agent's efforts to sell the Property, including forwarding to Agent any information Seller receives about prospective
41 buyers;

42 (e) Seller (select one) is is not a foreign person under the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA), as amended;

Seller Initials _____ / _____ Date _____

EXCLUSIVE RIGHT TO SELL COMMERCIAL PROPERTY

- 43 (f) Seller will comply with all laws and rules applicable to the selling of the Property and will not discriminate against any potential buyer on the
- 44 basis of membership in a protected class;
- 45 (g) Seller acknowledges that Agent is required to comply with the rules and regulations of any listing service Agent uses to market the Property;
- 46 (h) If Seller instructs Agent not to list the Property for sale on multiple listing services, Seller acknowledges that the sale price may be lower
- 47 and it may take longer to obtain a Sale than if the Property had been listed on those services;
- 48 (i) Seller acknowledges that photographs and videos of the Property may remain online after marketing efforts have ended;
- 49 (j) Seller will indemnify and hold Agent harmless from and against any claim arising out of or related to a breach of any of these representations,
- 50 any showing of the Property, and any Sale of the Property;
- 51 (k) Agent is hereby authorized to accept earnest money and documents, disclose transaction information to appraisers, and provide access
- 52 to inspectors, appraisers, contractors, and others;
- 53 (l) Seller has reviewed the Initial Agency Disclosure Pamphlet; and
- 54 (m) Seller acknowledges that Agent is Seller's exclusive real estate agent, and as such, Seller will work only with Agent to accomplish a Sale
- 55 of the Property and will not engage or employ any other real estate brokerage or person to perform real estate services during the Term. Seller
- 56 represents and warrants to Agent that Seller is not a party to any listing agreement with any other real estate agent or firm.

57 **5. DISPUTES:** The parties acknowledge that mediation helps parties settle disputes, and any party may propose mediation whenever appropriate

58 through the Arbitration Service of Portland, Inc. ("ASP"), or any mediator selected by the parties. Any dispute or claim that arises out of or relates to

59 this Agreement, or to the interpretation or breach of this Agreement, or to the existence, validity, or scope of this Agreement, will be resolved in the

60 Small Claims Department of the Circuit County in which the Property is located or if there is none, in the Small Claims Department of the Justice

61 Court in which the Property is located, if within the jurisdiction of one of those courts, but if not, by arbitration in accordance with the then effective

62 arbitration rules of (and by filing a claim with) ASP. A judgment upon an award issued in an arbitration may be entered in any court having jurisdiction.

63 The party prevailing in an arbitration will be entitled to recover from the other party its reasonable attorney and other expert fees and all other fees,

64 costs, and expenses reasonably necessary.

65 **6. TERMINATION:** Brokerage may terminate this Agreement at any time. Unless Brokerage is entitled to compensation under Section 3

66 (Compensation) of this Agreement, Seller may terminate this Agreement upon payment of (*select and complete one*) \$_____ (zero dollars

67 [\$0] if selected but not filled in) or all of Agent's and Brokerage's costs incurred in connection with their performance of this Agreement.

68 **7. ADDITIONAL TERMS:** (*describe*) _____

69 _____

70 _____

71 _____ For additional terms see addendum _____

72 **8. MISCELLANEOUS:** This Agreement is the only agreement between the parties related to the listing of the Property for sale, will be construed in

73 accordance with and governed by the laws of the State of Oregon, may be signed electronically, and may only be modified in writing, signed by both

74 parties. Seller acknowledges receipt of a legible copy of this Agreement

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

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

77 Seller's Mailing Address: _____

78 Seller's Email Address: _____ Seller's Phone: _____

79 Agent: _____ License No. _____ Date _____ a.m. p.m. ←

80 Agent's Email Address: _____ Agent's Phone: _____

81 Principal Broker: _____ Phone: _____ Date _____ a.m. p.m. ←