



Sale Agreement # _____

FINAL AGENCY ACKNOWLEDGMENT

1 Both Buyer and Seller acknowledge having received the Oregon Real Estate Agency Disclosure Pamphlet, and hereby acknowledge and consent
2 to the following agency relationships in this transaction: (1) _____ (Name of Selling Licensee)
3 of _____ (Name of Real Estate Firm) is the agent of (check one):
4 Buyer exclusively ("Buyer Agency"). Seller exclusively ("Seller Agency"). Both Buyer and Seller ("Disclosed Limited Agency").
5 (2) _____ (Name of Listing Licensee)
6 of _____ (Name of Real Estate Firm) is the agent of (check one):
7 Seller exclusively ("Seller Agency"). Both Buyer and Seller ("Disclosed Limited Agency").
8 (3) If both parties are each represented by one or more Licensees in the same Real Estate Firm, and Licensees are supervised by the same
9 principal broker in that Real Estate Firm, Buyer and Seller acknowledge that said principal broker shall become the disclosed limited agent for both
10 Buyer and Seller as more fully explained in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller and
11 Licensee(s).

12 Buyer shall sign this acknowledgment at the time of signing this Agreement before submission to Seller. Seller shall sign this acknowledgment at the time this
13 Agreement is first submitted to Seller, even if this Agreement will be rejected or a counter offer will be made. Seller's signature to this Final Agency
14 Acknowledgment shall not constitute acceptance of this Agreement or any terms therein.

15 Buyer _____ Print _____ Date _____ ←
16 Buyer _____ Print _____ Date _____ ←
17 Seller _____ Print _____ Date _____ ←
18 Seller _____ Print _____ Date _____ ←

RESIDENTIAL REAL ESTATE SALE AGREEMENT

19 **This Agreement is intended to be a legal and binding contract.**
20 **If it is not understood, seek competent legal advice before signing. Time is of the essence of this Agreement.**

21 **1. DEFINITIONS:** All references in this Agreement to "Licensee" and "Firm" shall refer to Buyer's and Seller's real estate agents licensed in the
22 State of Oregon and the respective real estate companies with which they are affiliated. Licensee(s) and Firm(s) identified in the Final Agency
23 Acknowledgment Section above are not parties to this Agreement, except as may be expressly applicable. Unless otherwise provided herein: (1)
24 Time calculated in days after the date Buyer and Seller have signed this Agreement shall start on the first full business day after the date of Seller's
25 signature indicating acceptance of Buyer's offer or counteroffer, or Buyer's signature indicating acceptance of Seller's counteroffer. (2) Written
26 notices required or permitted under this Agreement to be delivered to Buyer or Seller may be delivered to their respective Licensee with the same
27 effect as if delivered to that Buyer or Seller; (3) A "business day" shall mean Monday through Friday, except recognized legal holidays as
28 enumerated in ORS 187.010 and 187.020.

29 **2.1 PRICE/PROPERTY DESCRIPTION:** Buyer (print name(s)) _____
30 _____

31 offers to purchase from Seller (print name(s)) _____
32 _____

33 the following described real property (hereinafter "the Property") situated in the State of Oregon, County of _____,
34 and commonly known or identified as (insert street address, city, zip code, tax identification number, lot/block description, etc.)
35 _____

36 (Buyer and Seller agree that if it is not provided herein, a complete legal description as provided by the title insurance company in accordance with
37 Section 5, below, shall, where necessary, be used for purposes of legal identification and conveyance of title.)

38 for the Purchase Price (in U.S. currency) of A \$ _____

39 on the following terms: Earnest money herein received for B \$ _____

40 on _____, as additional earnest money, the sum of ... C \$ _____

41 at or before Closing, the balance of down payment D \$ _____

42 at Closing and upon delivery of DEED CONTRACT the balance of the Purchase Price E \$ _____

(Lines B, C, D and E should equal Line A)

43 Buyer Initials ____/____ Date _____

Seller Initials ____/____ Date _____



44 **2.2 BALANCE OF PURCHASE PRICE.** (Select A or B)

45 **A.** **This is an all cash transaction.** Buyer to provide verification ("Verification") of readily available funds as follows (select only one):
46 Buyer has attached a copy of the Verification with the submission of this Agreement to Seller or Listing Licensee. Buyer will provide Seller or
47 Listing Licensee with the Verification within ____ business days (five [5] if not filled in) following mutual acceptance of this Agreement; or Other
48 (Describe): _____

49 Seller may notify Buyer or Buyer's Licensee, in writing, of Seller's unconditional disapproval of the Verification within ____ business days (five [5] if
50 not filled in) ("Disapproval Period") following its receipt by Seller or Listing Licensee, in which case, all earnest money deposits shall be promptly
51 refunded and this transaction shall be terminated. **If Seller fails to provide Buyer or Selling Licensee with written unconditional disapproval
52 of the Verification by Midnight of the Disapproval Period, Seller shall be deemed to have approved the Verification. If Buyer fails to
53 submit a Verification within a time frame selected above, unless the parties agree otherwise in writing, all earnest money deposits shall
54 be promptly refunded and this transaction shall be terminated.**

55 **B.** **Balance of Purchase Price to be financed as follows** (Select only one): Conventional; FHA; Federal VA;
56 Other (Describe): _____ (hereinafter "Loan
57 Program"). **Buyer agrees to seek financing through a lending institution ("Lender") participating in the Loan Program identified above.**

58 **Pre-Approval Letter.** Buyer has attached a copy of a Pre-Approval Letter from Buyer's Lender or mortgage broker; Buyer does not have a
59 Pre-Approval Letter at the time of making this offer; Buyer agrees to secure a Pre-Approval Letter as follows: _____
60 _____

61 **3.1 FINANCING CONTINGENCIES.** If Buyer is financing any portion of the Purchase Price, this transaction is subject to the following financing
62 contingencies: (1) Buyer and the Property to qualify for the loan from Lender; (2) Lender's appraisal shall not be less than the Purchase Price; and,
63 (3) Other (Describe): _____
64 _____

65 All Financing Contingencies are solely for Buyer's benefit and may be waived by Buyer in writing at any time.

66 **3.2 FAILURE OF FINANCING CONTINGENCIES.** If Buyer receives actual notification that any Financing Contingencies identified above have
67 failed or otherwise cannot occur, Buyer shall promptly notify Seller, and the parties shall have ____ business days (two [2] if not filled in) following
68 the day of Seller's receipt of such notification to either (a) Terminate this transaction by signing a Termination Agreement (OREF-057) or such other
69 similar form as may be provided by Escrow; or (b) Reach a written mutual agreement upon such price and terms that will permit this transaction to
70 continue. Neither Seller nor Buyer is required under the preceding provision (b) to reach such agreement. If (a) or (b) fail to occur within the time
71 period identified herein, this transaction shall be automatically terminated and all earnest money shall be promptly refunded to Buyer. Buyer
72 understands that upon termination of this transaction, Seller shall have the right to immediately place the Property back on the market for sale upon
73 any price and terms as Seller determines, in Seller's sole discretion.

74 **3.3 BUYER REPRESENTATION REGARDING FINANCING:** As of the date of signing this Agreement, Buyer makes the following
75 representations to Seller:

76 (1) Buyer shall apply for a loan not later than ____ business days (three [3] if not filled in) following the date Buyer and Seller have signed this
77 Agreement, and will thereafter complete all reasonably necessary papers in a timely manner and exercise best efforts (including payment of all
78 application, appraisal and processing fees, where applicable) to obtain the loan;

79 (2) Buyer shall make a good faith effort to secure the ordering of the Lender's appraisal no later than expiration of the Inspection Contingency
80 Period in Section 15.2 of this Agreement, or if the Professional Inspection Addendum (OREF-058) is used, expiration of the Inspection Period.

81 (3) Buyer currently has liquid and available funds for the earnest money deposit and down payment, sufficient to Close the transaction described
82 herein, and is not relying upon any contingent source of funds (e.g., from loans, gifts, sale or Closing of other property, 401K disbursements, etc.),
83 except as follows (describe):
84 _____
85 _____

86 (4) Buyer authorizes Buyer's Lender or mortgage broker to provide non-confidential information to Listing and Selling Licensees regarding Buyer's
87 loan application status.

88 (5) Buyer shall promptly notify Seller or Seller's Licensee if, after signing this Agreement, Buyer substitutes another lender for any reason.
89 Notwithstanding the preceding, Buyer shall not be permitted to select a Loan Program different than the one selected in Section 2.2 (B) above,
90 without Seller's advance written consent.

91 (6) Buyer agrees to keep Seller promptly informed of all other material non-confidential developments regarding Buyer's financing and the timing of
92 Closing.

Buyer Initials ____ / ____ Date ____

Seller Initials ____ / ____ Date ____

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93 **3.4 INSURANCE:** If the Property is located in a designated flood zone, Buyer acknowledges that flood insurance may be required as a condition
94 of the new loan. Buyer is encouraged to promptly verify the availability and cost of property/casualty/flood insurance that will be secured for the
95 Property.

96 **4. ADDITIONAL PROVISIONS:** _____
97 _____
98 _____
99 _____
100 _____
101 _____ For additional provisions, see Addendum _____.

102 **5. TITLE INSURANCE:** Unless otherwise provided herein, this transaction is subject to Buyer's review and approval of a preliminary title report
103 and the recorded covenants, conditions and restrictions ("the Report and CC&Rs") showing the condition of title to the Property. **(If not fully**
104 **understood, Buyer should immediately contact the title insurance company for further information or seek competent legal advice.**
105 **Neither Listing nor Selling Licensee is qualified to advise on specific legal or title issues.)** Upon signature and acceptance of this
106 Agreement by Buyer and Seller, Seller will, at Seller's sole expense, promptly order the Report and CC&Rs from an Oregon title insurance
107 company and furnish them to Buyer. Upon receipt of the Report and CC&Rs, Buyer shall have _____ business days (five [5] if not filled in) within
108 which to notify Seller, in writing, of any matters disclosed in the Report and CC&Rs which is/are unacceptable to Buyer ("the Objections"). Buyer's
109 failure to timely object, in writing, to any matters disclosed in the Report and/or CC&Rs shall constitute acceptance of the Report and/or CC&Rs.
110 However, Buyer's failure to timely object shall not relieve Seller of the duty to convey marketable title pursuant to Section 6 below. If, within _____
111 business days (five [5] if not filled in) following receipt of the Objections, if any, Seller fails to remove or correct the matters identified in the
112 Objections, or does not give written assurances reasonably satisfactory to Buyer that they will be removed or corrected, all earnest money shall be
113 promptly refunded to Buyer and this transaction shall be terminated. This contingency is solely for Buyer's benefit and may be waived by Buyer in
114 writing. Within thirty (30) days after Closing, Seller shall furnish to Buyer an owner's standard form policy of title insurance insuring marketable title
115 in the Property to Buyer in the amount of the purchase price, free and clear of the Objections and all other title exceptions agreed to be removed as
116 part of this transaction. **(Note: This Section 5 provides that Seller will pay for Buyer's standard owner's policy of title insurance. In some**
117 **areas of the country, such a payment might be regarded as a "seller concession." Under the amended Real Estate Settlement**
118 **Procedures Act ("RESPA"), effective on January 1, 2010 there are limitations, regulations and disclosure requirements on "seller**
119 **concessions" unless the product or service paid by the Seller was one customarily paid by the Seller. In Oregon sellers customarily and**
120 **routinely pay for their buyer's standard owner's policy of title insurance. Accordingly, unless the terms of this Section 5 are modified in**
121 **writing by Buyer and Seller, the parties acknowledge, agree and so instruct escrow, that in this transaction, Seller's payment of Buyer's**
122 **standard owner's policy of title insurance is not a "seller concession" under RESPA or any other federal or state law.)**

123 **6. DEED:** Seller shall convey marketable title to the Property by statutory warranty deed (or good and sufficient personal representative's or
124 trustee's or similar legal fiduciary's deed, where applicable) free and clear of all liens of record, except property taxes which are a lien but not yet
125 payable, zoning ordinances, building and use restrictions, reservations in Federal patents, easements of record which affect the Property,
126 covenants, conditions and restrictions of record, and those matters accepted by Buyer pursuant to Section 5 above.

127 **7. SELLER-CARRIED FINANCING (E.G. LAND SALE CONTRACT/TRUST DEED/MORTGAGE/OPTION AGREEMENTS, RENT-TO-**
128 **OWN, ETC.):** Note: State and federal laws and regulations provide that under certain circumstances, offering or negotiating the terms of seller-
129 carried financing must be performed by a Mortgage Loan Originator (see, ORS86A.200 (4)), and the terms of such financing may have to comply
130 with certain consumer protection disclosures rules. Your real estate licensee is not qualified to provide these services or to advise you in this
131 regard. Legal advice is strongly recommended. If this transaction is to include a land sale contract, trust deed, mortgage or option agreement
132 between Buyer and Seller, the parties shall agree upon the terms and conditions of such document not later than _____ business days (ten [10] if
133 not filled in) after the date Buyer and Seller have signed and accepted this Sale Agreement. Upon failure of Buyer and Seller to reach agreement as
134 to the terms and conditions of the document within said time period, this transaction shall automatically terminate, all parties shall cooperate in
135 signing such documentation reasonably necessary to effect a termination of this transaction and a refund of all deposits, if any, to Buyer. **Caveat:**
136 **The additional documents identified in this Section 7 can have legally binding consequences, and Buyer and Seller are strongly**
137 **encouraged to secure competent legal advice before entering into such agreements. If Escrow (as defined in Section 17) is instructed to**
138 **prepare the note and trust deed or mortgage to be used in this transaction, state statute requires that Buyer and Seller receive from**
139 **Escrow, at least three (3) days prior to Closing (as defined in Section 18), a statutory notice and a copy of the proposed documents. This**
140 **requirement cannot be waived by Buyer or Seller without the approval of both of their respective Oregon-licensed attorneys.**

141 **8. FIXTURES:** All fixtures (including remote controls and essential related equipment) are to be left upon the Property. Fixtures shall include but
142 not be limited to: Built-in appliances; attached floor coverings; drapery rods and curtain rods; window and door screens; storm doors and windows;
143 system fixtures (irrigation, plumbing, ventilating, cooling and heating); water heaters; attached electric light and bathroom fixtures; light bulbs;
144 fluorescent lamps; window blinds; awnings; fences; all planted shrubs, plants and trees; EXCEPT: _____
145 _____

Buyer Initials ____ / ____ Date ____

Seller Initials ____ / ____ Date ____

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Sale Agreement # _____

146 **9. PERSONAL PROPERTY:** Only the following personal property, in "AS-IS" condition and at no stated value is included:
147 _____
148 _____
149 _____
150 _____

151 **10. ALARM SYSTEM:** NONE OWNED LEASED. If leased, Buyer will will not assume the lease at Closing.

152 **11. WOODSTOVE/FIREPLACE INSERT:** Does the Property contain a woodstove or fireplace insert? Yes No
153 Is the woodstove or fireplace insert certified? Yes No Unknown If "No" or "Unknown," Seller to provide Buyer with **OREF-046**
154 **Woodstove/Fireplace Insert Addendum.**

155 **12. SELLER REPRESENTATIONS:** Subject to other written disclosures made by Seller as a part of this transaction, Seller makes the
156 following representations to Buyer:

- 157 (1) The primary dwelling is connected to (check all that apply): a public sewer system; an on-site sewage system; a public
- 158 water system; a private well; other (e.g., surface springs, cistern, etc.).
- 159 (2) At the earlier of possession or Closing Date, the dwelling will have one or more operating smoke alarms, smoke detectors and carbon
- 160 monoxide detectors as required by law (See <http://www.oregon.gov/OSP/SFM/>).
- 161 (3) Seller has no knowledge of any hazardous substances in or about the Property other than substances (if any) contained in appliances
- 162 and equipment. Buyer acknowledges that asbestos commonly exists in insulation, ceilings, floor coverings and other areas in residential
- 163 housing and may exist in the Property.
- 164 (4) Seller knows of no material defects in or about the Property.
- 165 (5) All electrical wiring, heating, cooling, plumbing and irrigation equipment and systems and the balance of the Property, including the
- 166 yard, will be in substantially its present condition at the time Buyer is entitled to possession.
- 167 (6) Seller has no notice of any liens or assessments to be levied against the Property.
- 168 (7) Seller has no notice from any governmental agency of any violation of law relating to the Property.
- 169 (8) Seller is not a "foreign person" under the Foreign Investment in Real Property Tax Act ("FIRPTA") as defined in this Agreement.
- 170 (9) Seller knows of no material discrepancies between visible lines of possession and use (such as existing fences, hedges, landscaping,
- 171 structures, driveways, and other such improvements) currently existing on the Property offered for sale and the legal description of the
- 172 Property.
- 173 (10) Seller will keep the Property fully insured through Closing.

174 Seller agrees to promptly notify Buyer if, prior to Closing, Seller receives actual notice of any event or condition which could result in
175 making any previously disclosed material information relating to the Property substantially misleading or incorrect. These
176 representations are made to the best of Seller's knowledge. Seller may have made no investigations. Exceptions to items (1) through (10)
177 are: _____
178 _____
179 _____
180 _____

181 Buyer acknowledges that the above representations are not warranties regarding the condition of the Property and are not a substitute
182 for, nor in lieu of, Buyer's own responsibility to conduct a thorough and complete independent investigation, including the use of
183 professionals, where appropriate, regarding all material matters bearing on the condition of the Property, its value and its suitability for
184 Buyer's intended use. Neither the Listing nor Selling Licensees shall be responsible for conducting any inspection or investigation of
185 any aspects of the Property.

186 **13. "AS-IS":** Except for Seller's express written agreements and written representations contained herein, and Seller's Property
187 Disclosure, if any, Buyer is purchasing the Property "AS-IS," in its present condition and with all defects apparent or not apparent. This
188 provision shall not be construed to limit Buyer's right to implied new home warranties, if any, that may otherwise exist under Oregon
189 law.

190 **14. PRIVATE WELL:** Does the Property contain a Private Well ? Yes No If the property contains a private well, the **OREF-082 Private**
191 **Well Addendum** will be attached to this Sale Agreement.

INSPECTIONS: (CHECK ONLY ONE BOX)

192 **15.1 ENVIRONMENTAL HEALTH CONDITIONS:** The following list identifies some, but not all, environmental conditions that may be found in and
193 around all real property that may affect health: Asbestos, carbon monoxide, electric and magnetic fields, formaldehyde, lead and other
194 contaminants in drinking water and well water, lead based paint, mold and mildew, radon, and leaking underground storage tanks. If Buyer has any
195 concerns about these conditions or others, Buyer is encouraged to secure the services of a professional inspector, consultant, or health expert, for
196 information and guidance. Neither the listing nor selling licensees are experts in environmental health hazards or conditions. For additional

Buyer Initials ____ / ____ Date ____

Seller Initials ____ / ____ Date ____



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197 information, go to the Oregon Association of Realtors® Buyer advisory at: <http://www.oregonrealtors.org> and the Oregon Public Health Division at
198 <http://public.health.oregon.gov/Pages/Homes.aspx>

199 **15.2 INSPECTIONS:** Buyer understands that it is advisable to have a complete inspection of the Property by qualified professional(s) relating to
200 such matters as structural condition, soil condition/compaction/stability, environmental issues, survey, zoning, operating systems, and suitability for
201 Buyer's intended purpose. Neither Listing nor Selling Licensee is qualified to conduct such inspections and shall not be responsible to do so. For
202 further details, Buyer is encouraged to review the Buyer Advisory at "<http://www.oregonrealtors.org>".

203 **PROFESSIONAL INSPECTIONS:** At Buyer's expense, Buyer may have the Property and all elements and systems thereof inspected by
204 one or more professionals of Buyer's choice. Provided, however, Buyer must specifically identify in this Agreement any desired inspections which
205 may include testing or removal of any portion of the Property including radon and mold. Buyer understands that Buyer is responsible for the
206 restoration of the Property following any inspection(s)/test(s) performed by Buyer or on Buyer's behalf. Buyer shall have _____ business days
207 (ten [10] if not filled in), after the date Buyer and Seller have signed this Agreement (hereinafter "the Inspection Period"), in which to complete all
208 inspections and negotiations with Seller regarding any matters disclosed in any inspection report. However, during the Inspection Period, Seller
209 shall not be required to modify any terms of this Agreement already reached with Buyer. Unless a written and signed modification is reached, at any
210 time during the Inspection Period, Buyer may notify Seller or Listing Licensee, in writing, of Buyer's unconditional disapproval of the Property based
211 on any inspection report(s), in which case, all earnest money deposits shall be promptly refunded and this transaction shall be terminated. Buyer
212 shall promptly provide a copy of all reports to Seller only if requested by Seller. **If Buyer fails to provide Seller or Listing Licensee with written**
213 **unconditional disapproval of any inspection report(s) by Midnight of the final day of the Inspection Period, Buyer shall be deemed to**
214 **have accepted the condition of the Property. Note that if, prior to expiration of the Inspection Period, written agreement is reached with**
215 **Seller regarding ALL Buyer's requested repairs, the Inspection Period shall automatically terminate, unless the parties agree otherwise**
216 **in writing.**

217 **ALTERNATIVE INSPECTION PROCEDURES: OREF-058 PROFESSIONAL INSPECTION ADDENDUM OR OTHER INSPECTION**
218 **ADDENDUM _____ is attached to this Agreement.**

219 **BUYER'S WAIVER OF INSPECTION CONTINGENCY:** Buyer represents to Seller and all Licensees and Firms that Buyer is fully satisfied
220 with the condition of the Property and all elements and systems thereof and knowingly and voluntarily elects to waive the right to have any
221 inspections performed as a contingency to the Closing of the transaction. Buyer's election to waive the right of inspection is solely Buyer's decision
222 and at Buyer's own risk.

223 **16. LEAD-BASED PAINT CONTINGENCY PERIOD:** If the Property was constructed before 1978, a Lead-Based Paint Disclosure
224 Addendum (hereinafter "the Disclosure Addendum") shall be promptly signed by Seller, Buyer and Listing and Selling Licensees, and
225 become a part of this Agreement. Buyer shall also be provided with a pamphlet entitled "Protect Your Family From Lead in Your Home."
226 Buyer shall have _____ calendar days (ten [10] unless a greater number is filled in) within which to conduct a lead-based paint
227 assessment or inspection (hereinafter referred to as "the Lead-Based Paint Contingency Period"), which shall commence immediately
228 when Buyer and Seller sign the Disclosure Addendum. Unless the opportunity to conduct a risk assessment or inspection is expressly
229 waived in the Disclosure Addendum, Buyer may, in writing, unconditionally cancel this transaction during the Lead-Based Paint
230 Contingency Period and receive a prompt return of all earnest money deposits. Buyer understands that the failure to give timely written
231 notice of cancellation prior to Midnight on the last day of the Lead-Based Paint Contingency Period shall constitute acceptance of the
232 condition of the Property as it relates to the presence of lead-based paint or lead-based paint hazards.

233 OREF-021 Lead-Based Paint Disclosure Addendum is attached to this Agreement.

234 **17. ESCROW:** This transaction shall be Closed at _____ ("Escrow"),
235 a neutral escrow located in the State of Oregon. Costs of Escrow shall be shared equally between Buyer and Seller, unless Buyer is financing
236 through Federal VA, in which case Seller shall pay all escrow costs.

237 Unless otherwise provided herein, the parties agree as follows: Seller authorizes Listing Firm to order a preliminary title report and owner's title
238 policy at Seller's expense and further authorizes Escrow to pay out of the cash proceeds of sale the expense of furnishing such policy, Seller's
239 recording fees, Seller's Closing costs and any encumbrances on the Property payable by Seller on or before Closing. Buyer shall deposit with
240 Escrow sufficient funds necessary to pay Buyer's recording fees, Buyer's Closing costs, and lender's fees, if any. Real estate fees, commissions or
241 other compensation for professional real estate services provided by Listing and/or Selling Firms shall be paid at closing in accordance with the
242 listing agreement, buyer service agreement or other written agreement for compensation.

243 **18. CLOSING:** Closing shall occur on a date mutually agreed upon by Buyer and Seller, but in no event later than _____ ,
244 ("the Closing Deadline"). The terms "Closed", "Closing" or "Closing Date" shall mean when the deed or contract is recorded and funds
245 are available to Seller. Buyer and Seller acknowledge that for Closing to occur by the Closing Deadline, it may be necessary to execute
246 documents and deposit funds in Escrow prior to that date. Caveat: Section 7 above requires three (3) days prior to the Closing Deadline
247 if Escrow is to prepare a note and a deed of trust or mortgage.

Buyer Initials ____ / ____ Date ____

Seller Initials ____ / ____ Date ____

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248 **19. POSSESSION:** Seller shall remove all personal property (including trash and debris) that is not a part of this transaction, and deliver
249 possession of the Property to Buyer (*select one*):

- 250 (1) by 5:00 p.m. on Closing;
- 251 (2) by _____ a.m. p.m. _____ days after Closing;
- 252 (3) by _____ a.m. p.m. on the _____ day of _____.

253 If a tenant is currently in possession of the Property (*check one*): Buyer will accept tenant at closing; Seller shall have full responsibility for
254 removal of tenant prior to closing.

255 **20. PRORATIONS:** Prorates for rents, current year's taxes, interest on assumed obligations, and other prepaid expenses attributable to the
256 Property shall be as of: (*check one*) the Closing Date; date Buyer is entitled to possession; or _____
257 _____

258 **21. SELLER POSSESSION AFTER CLOSING:** In the event that Buyer and Seller have agreed that Seller will deliver possession after Closing,
259 Seller shall pay as consideration \$ _____ per day for each day after Closing that Seller is to remain in possession of the Property. Such
260 payment shall be made by Seller through Escrow at the time of Closing and no landlord-tenant relationship shall be created thereby, so long as
261 Seller's possession does not exceed 90 days after the date of Closing.
262 OREF-054 Agreement to Occupy After Closing, or Addendum _____ is attached to this Agreement.

263 **22. UTILITIES:** Seller shall pay all utility bills accrued to date Buyer is entitled to possession. **Buyer shall pay Seller for heating fuel then on**
264 **premises, at Seller's supplier's rate on the possession date.** Payment shall be handled between Buyer and Seller outside of Escrow.

265 **23. HOME WARRANTIES:** Home warranty plans may be available to help cover homeowner costs to repair/replace certain home systems and
266 appliances. (See specific plan for details.) Will a plan be purchased for Buyer as a part of this transaction? Yes No
267 If yes, identify plan and cost: _____ \$ _____ To be paid at Closing by: Buyer Seller

268 **24. ESCROW DEPOSIT:** Escrow is hereby instructed by Buyer and Seller as follows: (1) Upon your receipt of a copy of this Agreement marked
269 "rejected" by Seller or upon Listing Firm's written advice that the offer is "rejected" by Seller, you are to refund all earnest money to Buyer. (2) Upon
270 your receipt of a copy of this Agreement signed by Buyer and Seller, set up an escrow account and proceed with Closing in accordance with the
271 terms of this Agreement. If you determine that the transaction cannot be Closed for any reason (whether or not there is then a dispute between
272 Buyer and Seller), subject only to Section 40 below, you are to hold all earnest money deposits until you receive written instructions from Buyer and
273 Seller, or a final ruling from a court or arbitrator, as to disposition of such deposits.

274 **25. EARNEST MONEY PAYMENT/REFUND:** If (1) Seller does not approve this Agreement; or (2) Seller signs and accepts this Agreement but
275 fails to furnish marketable title; or (3) Seller fails to complete this transaction in accordance with this Agreement, or perform any other act as herein
276 provided; or (4) any condition which Buyer has made an express contingency in this Agreement (and has not been otherwise waived) fails through
277 no fault of Buyer, then all earnest money shall be promptly refunded to Buyer. However, acceptance by Buyer of the refund shall not constitute a
278 waiver of other legal remedies available to Buyer. If Seller signs and accepts this Agreement and title is marketable; and (1) Buyer has
279 misrepresented Buyer's financial status; or (2) Buyer's bank does not pay, when presented, any check given as earnest money; or (3) Buyer fails to
280 redeem, when due, any note given as earnest money; or (4) Buyer fails to complete this transaction in accordance with this Agreement, or perform
281 any other act as herein provided, then all earnest money paid or agreed to be paid shall be paid to Seller either as liquidated damages or as
282 otherwise allowed under Oregon law, and this transaction shall be terminated. **It is the intention of the parties that Seller's sole remedy against**
283 **Buyer for Buyer's failure to Close this transaction shall be limited to the amount of earnest money paid or agreed to be paid herein.**

284 **26. BINDING EFFECT/CONSENT:** This Agreement is binding upon the heirs, personal representatives, successors and assigns of Buyer and
285 Seller. However, Buyer's rights under this Agreement or in the Property are not assignable without prior written consent of Seller.

286 **27.1 SELLER ADVISORY: OREGON STATE TAX WITHHOLDING OBLIGATIONS.** Subject to certain exceptions, Escrow is required to withhold a
287 portion of Seller's proceeds if they are a non-resident individual or corporation as defined under Oregon law. Buyer and Seller agree to execute and deliver, as
288 appropriate, any instrument, affidavit or statement, and to perform any acts reasonable or necessary to carry out the provisions of Oregon law.

289 **27.2 SELLER/BUYER ADVISORY: FIRPTA TAX WITHHOLDING OBLIGATIONS** Seller is advised that upon Closing, Federal law, known as the
290 Foreign Investment in Real Property Tax Act ("FIRPTA"), allows an escrow company, if they agree, to withhold a portion of Seller's proceeds if the real
291 property is located within the United States and Seller is a "foreign person." A "foreign person" includes a non-resident alien individual, foreign corporation,
292 foreign partnership, foreign trust and foreign estate. The amount deducted from Seller's proceeds is ten percent (10%) of the gross sales price and is required
293 to be delivered over to the Internal Revenue Service ("IRS") within twenty (20) days of the closing of the transaction. Buyer may become responsible for
294 payment if FIRPTA applies and Escrow is not instructed to withhold the funds. FIRPTA will not apply to this transaction so long as: (a) The sale price is
295 \$300,000 or less; (b) The Property is to be used by Buyer as a residence; and, (c) Buyer is an individual. Where applicable, Buyer and Seller agree to execute
296 and deliver, as appropriate, any instrument, affidavit or statement, reasonably requested by Escrow to carry out the provisions of FIRPTA. **NOTE: AT SECTION**
297 **12 OF THIS AGREEMENT, SELLER REPRESENTS THAT SELLER IS NOT A "FOREIGN PERSON" (HEREINAFTER "SELLER'S NON-FIRPTA STATUS"). IF SELLER IS**
298 **UNSURE, SELLER SHOULD FIRST CONFER WITH SELLER'S TAX COUNSEL OR CPA BEFORE ENTERING INTO THIS TRANSACTION. IN SUBMITTING THIS OFFER, BUYER**
299 **REPRESENTS THAT BUYER HAS NO KNOWLEDGE, INFORMATION, OR BELIEF THAT SELLER IS A FOREIGN PERSON OR THAT THIS TRANSACTION IS SUBJECT TO FIRPTA.**

Buyer Initials ____ / ____ Date ____

Seller Initials ____ / ____ Date ____

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300 SELLER ACKNOWLEDGES THAT BUYER, LISTING AND SELLING LICENSEES, THEIR RESPECTIVE FIRMS, AND ESCROW, ITS AGENTS, EMPLOYEES AND
301 REPRESENTATIVES, SHALL HAVE THE ABSOLUTE RIGHT TO RELY UPON SELLER'S REPRESENTATION OF SELLER'S NON-FIRPTA STATUS AT SECTION 12, ABOVE.
302 THIS RIGHT OF RELIANCE SHALL CONTINUE THROUGH THE CLOSING DATE AND THEREAFTER, UNLESS SELLER HAS DISCLOSED OTHERWISE IN A WRITTEN COUNTER-
303 OFFER OR ADDENDUM TO THIS SALE AGREEMENT. IF AT ANY TIME DURING THIS TRANSACTION, IT IS DETERMINED THAT SELLER'S REPRESENTATION OF SELLER'S
304 NON-FIRPTA STATUS WAS INCORRECT, FOR ANY REASON, SELLER AND BUYER HEREBY APPOINT AND INSTRUCT ESCROW TO ACT AS THE QUALIFIED SUBSTITUTE
305 FOR BUYER AS DEFINED BY THE IRS, FOR PURPOSES OF PREPARING THE NECESSARY PAPERWORK, WITHHOLDING THE NECESSARY FUNDS, AND REMITTING THE
306 SAME TO THE IRS. IF FOR ANY REASON, ESCROW DECLINES TO ACT AS A QUALIFIED SUBSTITUTE, ESCROW IS REQUESTED TO PROMPTLY NOTIFY SELLER AND
307 BUYER IN A TIMELY MANNER SO THEY MAY MAKE OTHER ARRANGEMENTS PRIOR TO THE SCHEDULED CLOSING. SELLER AND BUYER ACKNOWLEDGE THAT IF
308 FIRPTA APPLIES TO THIS TRANSACTION, ESCROW'S ROLE AS A QUALIFIED SUBSTITUTE MAY RESULT IN A DELAY IN CLOSING THIS TRANSACTION. UNLESS
309 OTHERWISE PROVIDED IN THIS SALE AGREEMENT OR ANY SUBSEQUENT SIGNED WRITTEN AGREEMENT BETWEEN SELLER AND BUYER, CONFIRMATION OF SELLER'S
310 NON-FIRPTA STATUS IS NOT A CONTINGENCY IN THIS TRANSACTION.

311 **28. APPROVED USES:** "THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT
312 PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY
313 NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS
314 DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE
315 SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11,
316 CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8,
317 OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FREE TITLE TO THE PROPERTY
318 SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING
319 TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF
320 THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF
321 NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424,
322 OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS
323 2010."

324 **29. IRC 1031 EXCHANGE:** In the event Buyer or Seller elects to complete an IRC 1031 exchange in this transaction, the other party agrees to
325 cooperate with them and the accommodator, if any, in a manner necessary to complete the exchange, so long as it will not delay the Close of
326 escrow or cause additional expense or liability to the cooperating party. Unless otherwise provided herein, this provision shall not become a
327 contingency to the Closing of this transaction.

328 **30.1 LEVY OF ADDITIONAL PROPERTY TAXES:** The Property: (check one) is is not specially assessed for property taxes (e.g., farm,
329 forest or other) in a way which may result in levy of additional taxes in the future. If it is specially assessed, Seller represents that the Property is
330 current as 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
331 transaction, the Property either is disqualified from special use assessment or loses its deferred property tax status, unless otherwise specifically
332 provided in this Agreement, Buyer shall be responsible for and shall pay when due, any deferred and/or additional taxes and interest which may be
333 levied against the Property and shall hold Seller completely harmless therefrom. However, if as a result of Seller's actions prior to Closing, the
334 Property either is disqualified from its entitlement to special use assessment or loses its deferred property tax status, Buyer may, at Buyer's sole
335 option, promptly terminate this transaction and receive a refund of all deposits paid by Buyer in anticipation of Closing; or Close this transaction and
336 hold Seller responsible to pay into Escrow all deferred and/or additional taxes and interest which may be levied or recaptured against the Property
337 and hold Buyer completely harmless therefrom. The preceding shall not be construed to limit Buyer's or Seller's available remedies or damages
338 arising from a breach of this Section 30.1.

339 **30.2 HISTORIC PROPERTY DESIGNATION:** If the Property is or may be subject to a Historic Property local ordinance or is subject to or may
340 qualify for the Historic Property Special Property Tax Assessment under ORS 358.475 to 358.565, Seller shall provide **OREF-045 Historic**
341 **Property Addendum.**

DISPUTE RESOLUTION INVOLVING BUYER AND SELLER ONLY

342 **31. DISPUTE RESOLUTION BETWEEN BUYER AND SELLER:** Buyer and Seller agree that all claims, controversies and disputes between
343 them, including those for rescission (hereinafter collectively referred to as "Claims"), relating directly or indirectly to this transaction, shall be
344 resolved in accordance with the procedures set forth herein, which shall expressly survive Closing or earlier termination of this Agreement.
345 Provided, however, the following matters shall not constitute Claims: (1) any proceeding to collect, interpret or enforce any mortgage, trust deed,
346 land sale contract or recorded construction lien; or (2) a forcible entry and detainer action (eviction). The filing in court for the issuance of any
347 provisional process or similar remedy described in the Oregon or Federal Rules of Civil Procedure shall not constitute a waiver of the right or duty
348 to utilize the dispute resolution procedures specified herein. In the event of any suit, action or arbitration relating to the enforcement or interpretation of
349 this Agreement, the matter shall be governed exclusively by Oregon law, and venue shall be placed in the State of Oregon for all purposes.

350 **32. SMALL CLAIMS BETWEEN BUYER AND SELLER:** Notwithstanding the following Sections, Buyer and Seller agree that all Claims that are
351 within the jurisdiction of the Small Claims Court shall be brought and decided there, in lieu of mediation, arbitration or litigation in any other forum.

Buyer Initials ____ / ____ Date ____

Seller Initials ____ / ____ Date ____

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352 **33. MEDIATION BETWEEN BUYER AND SELLER:** If Buyer or Seller were represented in this transaction by a Licensee whose principal
353 broker is a member of the National Association of REALTORS®, all Claims shall be submitted to mediation in accordance with the procedures of the
354 Home Seller/Home Buyer Dispute Resolution System of the National Association of REALTORS®, or other organization-adopted mediation
355 program (collectively "the System"). Provided, however, if Licensee's principal broker is not a member of the National Association of REALTORS®
356 or the System is not available through the principal broker's Association of REALTORS®, then all Claims shall be submitted to mediation either
357 through: (1) the special mediation program administered by Arbitration Service of Portland ("ASP"), or (2) any other impartial private mediator(s) or
358 program(s) so long as such services are available in the county where the Property is located, as selected by the party first filing for mediation.

359 **34. ARBITRATION BETWEEN BUYER AND SELLER:** All Claims that have not been resolved by mediation, or otherwise, shall be submitted to
360 final and binding private arbitration in accordance with Oregon laws. Filing for arbitration shall be treated the same as filing in court for purposes of
361 meeting any applicable statutes of limitation or for purposes of filing a lis pendens. Buyer or Seller may file Claims either with ASP or, alternatively,
362 with any other professional arbitration service that has existing rules of arbitration, provided that the selected alternative service also uses
363 arbitrators who are in good standing with the Oregon State Bar, with expertise in real estate law and who can conduct the hearing in the county
364 where the Property is located. The arbitration service in which the Claim is first filed shall handle the case to its conclusion. BY CONSENTING TO
365 THIS PROVISION BUYER AND SELLER ARE AGREEING THAT DISPUTES ARISING UNDER THIS AGREEMENT SHALL BE HEARD AND
366 DECIDED BY ONE OR MORE NEUTRAL ARBITRATORS AND BUYER AND SELLER ARE GIVING UP THE RIGHT TO HAVE THE MATTER
367 TRIED BY A JUDGE OR JURY. THE RIGHT TO APPEAL AN ARBITRATION DECISION IS LIMITED UNDER OREGON LAW.

368 **35. ATTORNEY FEES IN CLAIMS BETWEEN BUYER AND SELLER:** The prevailing party in any suit, action or arbitration (excluding those
369 Claims filed in Small Claims Court) between Buyer and Seller shall be entitled to recovery of all reasonable attorney fees and costs and
370 disbursements as defined in ORCP 68 (including all filing and mediator fees paid in mediation). Provided, however, if a mediation service was
371 available to Buyer or Seller when the Claim arose, the prevailing party shall not be entitled to any award of attorney fees unless it is established to
372 the satisfaction of the arbitrator(s) or judge that the prevailing party offered or agreed in writing to participate in mediation prior to, or promptly upon,
373 the filing in arbitration or court.

DISPUTE RESOLUTION INVOLVING LICENSEES OR FIRMS

374 **36. SMALL CLAIMS COURT AND ARBITRATION:** All claims, controversies or disputes relating to this transaction, including those for
375 rescission, in which a Licensee or Firm identified in the Final Agency Acknowledgment Section above is named or included as a party, shall be
376 resolved exclusively as follows: (1) If within the jurisdictional limit of Small Claims Court, the matter shall be brought and decided there, in lieu of
377 arbitration or litigation in any other forum. (2) All other claims, controversies or disputes involving such Licensee or Firm shall be resolved through
378 final and binding arbitration using the arbitration selection process described in Section 34 above. Filing for arbitration shall be treated the same as
379 filing in court for purposes of meeting any applicable statutes of limitation or for purposes of filing a lis pendens. This Section 36 shall be in lieu of
380 litigation involving such Licensee or Firm in any other forum. Such Licensee or Firm may voluntarily participate in formal or informal mediation at
381 any time, but shall not be required to do so under this Section 36. This Section 36 shall not apply to those matters in which: (a) The claim,
382 controversy or dispute is exclusively between REALTORS® and is otherwise required to be resolved under the Professional Standards Arbitration
383 provisions of the National Association of REALTORS®; (b) Licensee or Firm has agreed to participate in alternative dispute resolution in a prior
384 written listing, service or fee agreement with Buyer or Seller, or (c) Licensee or Firm is Buyer or Seller in this transaction (in which case, Sections
385 31-35 shall apply). This Section 36 shall expressly survive Closing or earlier termination of this Agreement. In the event of any suit, action or
386 arbitration relating to the enforcement or interpretation of this Agreement, the matter shall be governed exclusively by Oregon law, and venue shall be placed
387 in the State of Oregon for all purposes. **In the event that one or more Licensees and/or Firms have been named or included in any claims,
388 controversies or disputes that also include Buyer and/or Seller, the alternative dispute resolution and attorney fee provisions of Sections
389 31-35 above shall continue to apply to Buyer and/or Seller, and this Section 36 shall apply exclusively to Licensees and/or Firms.**

390 **37. RECEIPT FOR EARNEST MONEY:** Selling Firm acknowledges receipt of earnest money from Buyer in the sum of \$ _____
391 evidenced by CASH CHECK PROMISSORY NOTE payable as follows:
392 _____ business calendar days (check one) after mutual acceptance of this Agreement; or
393 on or before _____;
394 Other form of earnest money: _____.

395 **38. EARNEST MONEY INSTRUCTIONS:** Buyer instructs Selling Firm, and Selling Firm agrees, to handle the earnest money as follows
396 (check all that apply):

397 Hold any earnest money that is in the form of a check undeposited pending mutual acceptance of this Agreement and all agreed-upon counter
398 offers, after which time deposit it as provided herein within three (3) banking days. Deposit any earnest money funds redeemed under a
399 promissory note with _____. Deposit in Selling Firm's client trust
400 account, and thereafter/or Deposit with Escrow. In the event the earnest money is deposited in Selling Firm's trust account or with Escrow
401 (collectively "the Deposit Holder"), and the Deposit Holder has arranged to have interest on such deposit transferred to a qualified public benefit
402 corporation for distribution to organizations and individuals for first time home-buying assistance and development of affordable housing pursuant to

Buyer Initials ____ / ____ Date ____

Seller Initials ____ / ____ Date ____

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403 ORS 696.241(6) or ORS 696.578(3), all parties acknowledge and agree that any interest accruing on the earnest money so deposited shall be
404 transferred in accordance with this provision. The preceding sentence shall be subject to any other statutes or regulations governing the
405 disposition of earnest money deposits.
406 SELLING LICENSEE AND SELLING FIRM SHALL HAVE NO FURTHER LIABILITY WITH RESPECT TO EARNEST MONEY WHICH THE
407 PARTIES HAVE AUTHORIZED TO BE TRANSFERRED TO A THIRD PARTY.

408 _____ ←
409 Selling Firm Selling Licensee Signature
410 Office Address _____ Phone _____ FAX _____

411 **39. PROPERTY DISCLOSURE LAW:** Buyer and Seller acknowledge that unless this transaction is otherwise exempted, Oregon law provides
412 that Buyer has a right to revoke Buyer's offer by giving Seller written notice thereof (a) within five (5) business days after Seller's delivery of Seller's
413 Property Disclosure Statement ("the Statement"), or (b) at any time before Closing (as defined in the Oregon Administrative Rules) if Buyer does
414 not receive the Statement from Seller before Closing. Buyer may waive the right of revocation only in writing. Seller authorizes Listing Firm to
415 receive Buyer's notice of revocation, if any, on Seller's behalf.

416 **40. COUNTERPARTS/DELIVERY:** This Agreement may be signed in multiple counterparts with the same legal effect as if all parties signed the
417 same document. This shall mean that delivery (e.g., transmissions manually, by facsimile, electronic mail, overnight mail, first-class regular or
418 certified mail, etc.) of a legible true copy of a signed original of this Agreement, including but not limited to all addenda, counter offers, and legal
419 notices required thereunder, shall be treated the same as delivery of the original document.

420 **41. AGREEMENT TO PURCHASE:** Buyer agrees to purchase the Property upon the terms and conditions set forth in this Agreement.
421 Buyer acknowledges receipt of a completely filled in copy of this Agreement which Buyer has fully read and understands. Buyer
422 acknowledges that Buyer has not relied upon any oral or written statements made by Seller or any Licensee which are not expressly
423 contained in this Agreement. Neither Seller nor any Licensee(s) warrant the square footage of any structure or the size of any land being
424 purchased. If square footage or land size is a material consideration, all structures and land should be measured by Buyer prior to
425 signing or should be made an express contingency in this Agreement.

426 Deed or contract shall be prepared in the name of _____

427 This offer shall automatically expire on (insert date) _____, _____ at _____ a.m. p.m., (the Offer Deadline), if not
428 accepted by that time. Buyer may withdraw this offer before the Offer Deadline any time prior to Seller's acceptance. If Seller accepts this offer
429 after the Offer Deadline, it shall not be binding upon Buyer unless accepted by Buyer in writing within _____ business days (two [2] if not filled in)
430 after the date of Seller's acceptance by so indicating at Section 45 below. This offer may be accepted by Seller only in writing.

431 Buyer _____ Date _____, _____ a.m. _____ p.m. ←

432 Buyer _____ Date _____, _____ a.m. _____ p.m. ←

433 Address _____ Zip _____

434 Phone Home _____ Work _____ E-mail _____ Fax _____

NO CHANGES OR ALTERATIONS ARE PERMITTED TO ANY PORTION OF THE PRE-PRINTED FORMAT OR TEXT OF THIS FORM. ANY SUCH PROPOSED CHANGES OR ALTERATIONS SHOULD BE MADE ON A SEPARATE DOCUMENT. CHANGES BY SELLER OR LISTING LICENSEE TO THE TERMS OR PROVISIONS ABOVE BUYER'S SIGNATURE SHOULD ALSO BE ON A SEPARATE DOCUMENT.

435 This offer was submitted to Seller for signature on the _____ day of _____, _____, at _____ a.m. _____ p.m.
436 By _____ (Licensee(s) presenting offer).

437 **42. AGREEMENT TO SELL / ACKNOWLEDGEMENTS / DISPOSITION OF EARNEST MONEY:** Seller accepts Buyer's offer. Seller
438 acknowledges receipt of a completely filled-in copy of this Agreement, which Seller has fully read and understands. Seller
439 acknowledges that Seller has not relied upon any oral or written statements of Buyer or of any Licensee(s) which are not expressly
440 contained in this Agreement. Seller instructs that all earnest money distributable to Seller pursuant to Section 25 above, shall be
441 disbursed as follows after deduction of any title insurance and Escrow cancellation charges: (check one) First to Listing Firm to the
442 extent of the agreed commission just as if the transaction had been Closed, with residue to Seller, or _____.

443 Seller _____ Date _____, _____ a.m. _____ p.m. ←

444 Seller _____ Date _____, _____ a.m. _____ p.m. ←

Buyer Initials ____ / ____ Date ____

Seller Initials ____ / ____ Date ____



Sale Agreement # _____

445 Address _____ Zip _____

446 Phone Home _____ Work _____ E-mail _____ Fax _____

447 **43. REJECTION/COUNTER OFFER: SELECT ONE:** Seller does not accept the above offer, but makes the attached counter offer.

448 Seller rejects Buyer's offer.

449 Seller _____ Date _____, _____ a.m. _____ p.m. ←

450 Seller _____ Date _____, _____ a.m. _____ p.m. ←

451 Address _____ Zip _____

452 Phone Home _____ Work _____ E-mail _____ Fax _____

453 **44. BUYER'S ACKNOWLEDGMENT:** Buyer acknowledges receipt of a copy of Seller's written response to this Agreement. If Seller's response
454 is an acceptance of Buyer's offer that occurred after the Offer Deadline identified at Section 41 above, Buyer (*select only one*) agrees does
455 not agree, to be bound thereby. (**The failure to check either box shall constitute rejection of Seller's acceptance after the Offer Deadline.**)

456 Buyer _____ Date _____, _____ a.m. _____ p.m. ←

457 Buyer _____ Date _____, _____ a.m. _____ p.m. ←

458 **45. FIRMS/LICENSEES:**

459 Selling Licensee _____ Selling Firm _____

460 Selling Firm Office Address _____

461 Phone _____ Phone _____ E-mail _____ Fax _____

462

463

464 Listing Licensee _____ Listing Firm _____

465 Listing Firm Office Address _____

466

467 Phone _____ Phone _____ E-mail _____ Fax _____

468

Buyer Initials ____ / ____ Date ____

Seller Initials ____ / ____ Date ____

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