

Broker Etiquette & Navigating the Sale Agreement



Business Etiquette of Showing Homes Agent Interaction

- The Golden Rule—Rules
- Good relationships with other agents will insure your long term success in Real Estate
- Treat other agents with respect
- Don't create an adversarial relationship
- Your job is to help buyers buy and sellers sell and it isn't about YOU
- ALWAYS follow the showing instructions—Misuse of lockbox devise may result in a \$2500 fine.
- If plans change—call and cancel showing appointments with seller.

Preparing to Complete the Offer

- Completing the Agreement
- Pull a copy of the Agent Full Listing Printout from RMLS
- Pull the “Tax Full” page from RMLS
- Do a Comparative Market Analysis (CMA) on the Property Dave Hopkins will cover this on Monday, March 18th. You won’t want to miss it.

Preparing Continued

- Call listing agent to tell them you have an interested buyer and may be writing an offer. Remember the listing agent needs to be impressed with how easy you will be to work with.
- Questions to ask
- Are any other offers on the property in hand? Expected?
- Is there anything that is important to the seller in an offer—their “hot buttons”. i.e. Possession, rent back, confirm personal property. If there is a tenant, what are the terms of the tenancy. If the rental property is in Portland, be aware of the new rental ordinances.

Disclosed Limited Agency (DLA) for Buyers Form OREF041

- Form will auto fill in Zip forms after you complete the “Parties Tab”
- This form discusses how disclosed limited agency works
 - Must have signed before writing an offer and is required on every sale.
 - If buyer and seller were both being represented by the same agent, your Principal Broker (PB) will be acting as the Disclosed Limited Agent.
 - If another agent in the office is representing the seller, your PB will be acting as the disclosed limited agent and you would represent the buyer only.

Residential Sale Agreement

- Final Agency Acknowledgement - Lines 1-24
- States that the buyer has received the Oregon Real Estate Agency Disclosure Pamphlet—Make sure they have received it.
- Details on the Buyer’s and Seller’s agents. License numbers are found in the RMLS Agent Roster if they did not auto fill in Zip Forms Connect.

- Section 4.
- Options “all cash” or financed with a loan program. If cash, try to provide evidence of cash deposits with the offer. Review the evidence to insure it has the name of an institution, the buyers name and address of institution if possible. Some computer print outs of accounts are not complete. Seller can disapprove within ___ days (two (2) if not filled in). “Disapproval must be reasonable”
- Balance of purchase price to be financed with one of the following Loan Programs. If buyer has not received preapproval--check line 69
- Having a preapproval letter with your offer is essential in this market if you want your offer to be seriously considered.

- Section 5.2
- If buyer receives notification that financing contingencies have failed or otherwise not occurred, buyer (through their agent) shall promptly notify seller and within ___ days (two (2) buyer and seller can terminate the transaction using Termination Agreement OREF 057 or reach mutual agreement on the sales price. Neither buyer nor seller are required to renegotiate. If they don't reach agreement within ___(2) days of buyer receiving notification offer automatically terminates and seller can put back on the market.

- Contingencies
- Section 9 Title Insurance: States that the seller at their sole expense will order a preliminary title report and that the report and all the “documents of proof” (all exceptions listed on report) will be sent to the buyers or their agent. Upon receipt of the report the buyer has 5 days (unless buyer and seller agree to more) within which to notify the seller in writing of any items that are unacceptable. Seller has 5 days from receipt of objection to remove or correct the items. Buyer can terminate and not lose earnest money. Examples: an old easement that isn’t being used shows up on the prelim, an encroachment is noted, the CC&R’s that don’t allow ham radio towers, limit the number or breed of pets, etc.
- Be sure to review the Preliminary Title Report for each transaction. Title Companies offer classes on what to look for--review with PB

- Section 10 Inspections and Environmental Health: Lists possible environmental conditions and gives link to a buyer advisory Line 187 Licensed Professional Inspection, Line 204 Alternative Inspection Procedures or Line 206 Buyer Waiver Check one box the default to “10 business days” makes sense and is included on both Line 187 or Line 206 options. That is 10 days to do inspections and negotiate repairs. Could reduce this to a shorter number of days for negotiation purposes if you are confident you can complete inspections more quickly. Could increase it on more complicated properties such as older properties that may need structural inspections, properties on acreage etc. Sale agreement specifies that the Buyer (agent) shall not provide all or any portion of the Inspection Report(s) unless requested by Seller or Seller’s agent. Buyer also agrees to provide reports on request even if they Unconditionally Disapprove and terminate based on inspection.

Section 13 Property Disclosure Law

- Property Disclosure Law. Sellers (except for seller's that are exempt) in Oregon must provide a Seller Property Disclosure to Buyers on properties that have been used for residential purposes. Buyers have the right to revoke their offer in writing within 5 days of receipt. If a non-exempt seller fails to provide a Seller Property Disclosure, the buyer could waive their right of revocation in writing or they could revoke/terminate the transaction right up to closing.

- Section 14 Seller Representations: Source of Water and Sewer Service. See listing agreement for source of water and sewer. Working smoke alarms and carbon monoxide detectors. Lists other seller representations that may be contradicted by the Seller Property Disclosure. Line 245 is given for you to detail any exception to the above statements that has been disclosed in the Listing or Attachments. For example, the listing states that house is a fixer and needs a new septic system.
- Line 246 – 250 is basically buyer beware and do their own investigations.
- Section 15.1 Seller advisory: Oregon State Tax Withholding. States that the Buyer and Seller will cooperate in executing affidavits if requested in escrow.

- Section 24 Receipt for Earnest Money: Fill in the amount from Page 1, line 40. Will autofill in Zip forms.
- Section 24.1-24.4 stipulates how the Earnest Money will be handled. Note Summa offices do not use client trust accounts
- Section 24.5 You are signing as having received the EM and that you are released from liability for transferring the EM according to the instructions.
- Section 25 Outlines Instructions to escrow regarding the EM.
- Section 26 Earnest Money Payment Refund: Outlines under what circumstances the EM will be returned to the buyer and when the seller can claim the EM. "It is the intention of the parties that Seller's sole remedy against the buyer for Buyer's failure to close is limited to the amount of the EM".

- Section 27.1 Closing is defined as when the deed is recorded and funds are available to the seller. Buyer and seller acknowledge that they must sign documents and deposit funds before that time.
- Explain "closing" to your buyers. Some states have a different practice.
- Section 27.2 The Closing Disclosure: As a result of federal TRID laws, Buyer and Seller will receive a document called a "Closing Disclosure". TRID requires the Closing Disclosure must be received 3 days prior to "consummation" of the transaction which is usually the date the borrower signs the loan docs. The closing can not occur until after 3 days have elapsed. Possibly need a closing extension if the lender is unable to meet this date.
- Section 27.3 The manner in which TRID requires title insurance costs to be disclosed differs from actual costs. Escrow explains this at signing.

- Section 35.1 Levy of Additional Property Taxes. Be sure to check one of the boxes on line 412. Discusses various ways a property may be subject to additional taxes due to a deferral of some kind. Agent Full listing printout includes a spot to check if there is a tax deferral on the property. Also check the legal description—sometimes listed in the Legal description as “Subject to the _____ tax deferral”.
- Section 35.2 Historic Property Designation: Seller is required to provide OREF 045.

- Dispute Resolution
- Section 36-38.3 outlines Mediation and Arbitration between buyer, seller and their agents. By signing the Sale Agreement, the buyer is waiving their right to a jury trial. Most claims for earnest money are under \$10,000 and fall under the jurisdiction of Small Claims Court. National Association of Realtors will arbitrate claims between buyer, seller and their agents. Designates who will pay court fees.

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:
 3 of Patti Mitchell (Name of Buyer's Agent(s)*), Oregon Lic. # 800604378
 4 of Summa Pacific Cascade Realty (Name of Real Estate Firm(s)*)
 5 Buyer's Agent's Office Address 4949 Meadows Rd Ste 100, Lake Oswego, OR 97035-3147, Company Lic. # 201219605
 6 Phone (503)329-9052 Fax _____ E-mail patti@pattimitchell.com
 7 is/are the agent of (check one): Buyer exclusively ("Buyer Agency"). Both Buyer and Seller ("Disclosed Limited Agency").
 8 of Patti Mitchell (Name of Seller's Agent(s)*), Oregon Lic. # 800604378
 9 of Summa - Pacific Cascade Realty (Name of Real Estate Firm(s)*)
 10 Seller's Agent's Office Address 4949 SW Meadows Rd Ste 100, Lake Oswego, OR 97035, Company Lic. # 201219605
 11 Phone (503)902-4777 Fax (503)387-5345 E-mail patti@pattimitchell.com
 12 is/are the agent of (check one): Seller exclusively ("Seller Agency"). Both Buyer and Seller ("Disclosed Limited Agency").
 13 *If Buyer's and/or Seller's Agents and/or Firms are co-selling or co-listing in this transaction, all Agents and Firm names should be
 14 disclosed above. For directions on how to look up license numbers: <https://orea.elicense.irondata.com/Lookup/LicenseLookup.aspx>
 15 If both parties are each represented by one or more Agents in the same Real Estate Firm, and Agents are supervised by the same principal broker in
 16 that Real Estate Firm, Buyer and Seller acknowledge that said principal broker shall become the disclosed limited agent for both Buyer and Seller as
 17 more fully explained in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller and Agent(s).
 18 Buyer shall sign this acknowledgment at the time of signing this Agreement before submission to Seller. Seller shall sign this acknowledgment at the
 19 time this 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
 20 Agency Acknowledgment shall not constitute acceptance of this Agreement or any terms therein.

21 Buyer _____ Print Joseph A Buyer Date _____ ←
 22 Buyer _____ Print _____ Date _____ ←
 23 Seller _____ Print Ben M Ruth Date _____ ←
 24 Seller _____ Print _____ Date _____ ←

RESIDENTIAL REAL ESTATE SALE AGREEMENT

25 THIS AGREEMENT IS INTENDED TO BE A LEGAL AND BINDING CONTRACT. IF IT IS NOT UNDERSTOOD, SEEK COMPETENT LEGAL
 26 ADVICE BEFORE SIGNING. FOR AN EXPLANATION OF THE PRINTED TERMS AND PROVISIONS IN THIS FORM REGARDING TIMING,
 27 NOTICE, BINDING EFFECT, ETC., SELLER AND BUYER ARE ENCOURAGED TO CLOSELY REVIEW SECTION 31 (DEFINITIONS AND
 28 INSTRUCTIONS SECTION).

29 1. PRICE/PROPERTY DESCRIPTION: Buyer Joseph A Buyer
 30 _____
 31 offers to purchase from Seller Ben M Ruth
 32 _____
 33 the following described real property (hereinafter "the Property") situated in the State of Oregon, County of Washington
 34 and commonly known or identified as (insert street address, city, zip code, tax identification number, lot/block description, etc.)
 35 12951 SW BEAGLE CT, Tigard, OR, OR 97223
 36 R2096192
 37 (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
 38 Section 9, shall, where necessary, be used for purposes of legal identification and conveyance of title.)
 39 for the Purchase Price (in U.S. currency) of _____ A \$ 315,000.00
 40 on the following terms: Earnest money herein received for _____ B \$ 3,500.00
 41 on _____, as additional earnest money, the sum of _____ C \$ _____
 42 at or before Closing, the balance of down payment _____ D \$ 7,525.00
 43 at Closing and upon delivery of DEED CONTRACT the balance of the Purchase Price _____ E \$ 303,975.00
 44 shall be paid as agreed in Financing Section of the Agreement. (Lines B, C, D and E should equal Line A)

Buyer Initials JB Date 6/27/17 Seller Initials _____ Date _____

This form has been licensed for use solely by Patti Mitchell pursuant to a Forms License Agreement with Oregon Real Estate Forms, LLC.
 LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE OF BUYER AND/OR SELLER AND DATE
 Copyright Oregon Real Estate Forms, LLC 2017 www.orefonline.com OREF 001
 No portion may be reproduced without express permission of Oregon Real Estate Forms, LLC
 RESIDENTIAL REAL ESTATE SALE AGREEMENT - Page 1 of 11



45 2. FIXTURES: All fixtures (including remote controls and essential related equipment) are to be left upon the Property. Fixtures shall include but
46 not be limited to: built-in appliances; attached floor coverings; drapery rods and curtain rods; window and door screens; storm doors and windows;
47 system fixtures (irrigation, plumbing, ventilating, cooling and heating); water heaters; attached electric light and bathroom fixtures; light bulbs;
48 fluorescent lamps; window blinds; awnings; fences; all planted shrubs, plants and trees; EXCEPT: None
49

50 3. PERSONAL PROPERTY: Only the following personal property, in "AS-IS" condition and at no stated value is included:
51 Free Standing Range on the premises as of 6/27/2017.
52
53

54 **FINANCING**

55 4. BALANCE OF PURCHASE PRICE. (Select A or B)
56 A. This is an all cash transaction. Buyer to provide verification ("Verification") of readily available funds as follows (select only one):
57 Buyer has attached a copy of the Verification with the submission of this Agreement to Seller or Seller's Agent. Buyer will provide Seller or
58 Seller's Agent with the Verification within _____ business days (five [5] if not filled in) after this Agreement has been signed and accepted; or
59 Other (Describe): _____
60 Seller may notify Buyer or Buyer's Agent, in writing, of Seller's unconditional disapproval of the Verification within _____ business days (two [2] if not
61 filled in) ("Disapproval Period") following its receipt by Seller or Seller's Agent. Provided, however, such disapproval must be objectively reasonable.
62 Upon such disapproval, all earnest money deposits shall be promptly refunded to Buyer and this transaction shall be terminated. If Seller fails to
63 provide Buyer or Buyer's Agent with written unconditional disapproval of the Verification by 5:00 p.m. of the last day of the Disapproval
64 Period, Seller shall be deemed to have approved the Verification. If Buyer fails to submit a Verification within a time frame selected
65 above, unless the parties agree otherwise in writing, all earnest money deposits shall be promptly refunded and this transaction shall be
66 terminated.

67 B. Balance of Purchase Price to be financed through one of the following Loan Programs (Select only one):
68 Conventional; FHA; Federal VA;
69 Other (Describe): _____ Buyer agrees to
70 seek financing through a lending institution or mortgage broker (hereinafter collectively referred to as "Lender") participating in the Loan
71 Program selected above.

72 C. Pre-Approval Letter. Buyer has attached a copy of a Pre-Approval Letter from Buyer's Lender; Buyer does not have a Pre-Approval Letter
73 at the time of making this offer; Buyer agrees to secure a Pre-Approval Letter and provide a copy to Seller as follows: _____
74

75 5.1 FINANCING CONTINGENCIES. If Buyer is financing any portion of the Purchase Price, this transaction is subject to the following financing
76 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,
77 (3) Other (Describe): _____
78
79 All Financing Contingencies are solely for Buyer's benefit and may be waived by Buyer in writing at any time.

80 5.2 FAILURE OF FINANCING CONTINGENCIES. If Buyer receives actual notification from Lender that any Financing Contingencies identified
81 above have failed or otherwise cannot occur, Buyer shall promptly notify Seller, and the parties shall have 2 business days (two [2] if not filled
82 in) following the date of Buyer's notification to Seller to either (a) Terminate this transaction by signing a Termination Agreement (OREF 057)
83 and/or such other similar form as may be provided by Escrow; or (b) Reach a written mutual agreement upon such price and terms that will permit
84 this transaction to continue. Neither Seller nor Buyer is required under the preceding provision (b) to reach such agreement. If (a) or (b) fail to
85 occur within the time period identified in this Section 5.2, this transaction shall be automatically terminated and all earnest money shall be promptly
86 refunded to Buyer. Buyer understands that upon termination of this transaction, Seller shall have the right to immediately place the Property back
87 on the market for sale upon any price and terms as Seller determines, in Seller's sole discretion.

88 5.3 BUYER REPRESENTATION REGARDING FINANCING: Buyer makes the following representations to Seller: (1) Buyer's completed loan
89 application, as hereinafter defined, shall be submitted to the Lender that provided the Pre-Approval Letter, a copy of which has been delivered to
90 Seller, or will be, pursuant to Section 4C, above.

91 (2) Buyer shall submit to Buyer's Lender a completed loan application for purchase of the Property not later than 3 business days (three [3] if not
92 filled in) following the date Buyer and Seller have signed and accepted this Agreement. A "completed loan application" shall include the following

Buyer Initials JD, Date 6/27/17

Seller Initials _____ Date _____



93 information: (i) Buyer's name(s); (ii) Buyer's income(s); (iii) Buyer's social security number(s); (iv) the Property address; (v) an estimate of the
94 value of the Property; and (vi) the loan amount sought.

95 (3) Buyer agrees that if Buyer intends to proceed with the loan transaction, Buyer will so notify Lender within 3 business days (three [3] if not filled in -
96 but not to exceed ten [10]) in such form as required by said Lender, following Buyer's receipt of Lender's Loan Estimate. Upon request, Buyer shall
97 promptly notify Seller of the date of Buyer's signed notice of intent to proceed with the loan.

98 (4) Buyer will thereafter complete all paperwork requested by the Lender in a timely manner, and exercise best efforts (including payment of all
99 application, appraisal and processing fees, where applicable) to obtain the loan.

100 (5) Buyer understands and agrees that Buyer may not replace the Lender or Loan Program already selected, without Seller's written consent, which
101 may be withheld in Seller's sole discretion.

102 (6) Following submission of the loan application, Buyer agrees to keep Seller promptly informed of all material non-confidential developments
103 regarding Buyer's financing and the time of Closing

104 (7) Buyer shall make a good faith effort to secure the ordering of the Lender's appraisal no later than expiration of the Inspection Period at Section
105 10 of this Agreement, (or Section 1 of the Professional Inspection Addendum (OREF 058) if used).

106 (8) Buyer currently has liquid and available funds for the earnest money deposit and down payment sufficient to Close the transaction described
107 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.),
108 except as follows (describe): Down payment is coming from buyer's 401K
109 _____
110 _____

111 (9) Buyer authorizes Buyer's Lender to provide non-confidential information to Buyer's and Seller's Agents regarding Buyer's loan application
112 status.

113 **6.1 INSURANCE:** Buyer is encouraged to promptly verify the availability and cost of property/casualty/fire insurance that will be secured for the
114 Property. Additionally, lenders may require proof of property/casualty/fire insurance as a condition of the loan.

115 **6.2 FLOOD INSURANCE; ELEVATION CERTIFICATE:** If the Property is located in a designated flood zone, flood insurance may be required as a
116 condition of a new loan. Buyer is encouraged to promptly verify the need, availability, and cost of flood insurance, if applicable. An Elevation
117 Certificate ("EC") is the document used by the federal National Flood Insurance Program ("NFIP") to determine the difference in elevation between
118 a home or building, and the base flood elevation ("BFE"), which is a computed elevation to which floodwater is anticipated to rise during certain
119 floods. The amount of the flood insurance premium for a particular property is based upon the EC. Not all properties in flood zones require an EC,
120 depending upon when they were constructed. ECs must be prepared and certified by a land surveyor, engineer, or architect who is authorized by
121 the local jurisdiction to certify elevation information. The costs and fees for an EC may range from a few hundred dollars to over a thousand. If the
122 Property requires an EC, it will need to be obtained prior to receiving a flood insurance quote. Additionally, lenders may require an EC as
123 a condition of loan approval. For more information, go to the following link: <http://www.fema.gov/base-flood-elevation>

124 **7. SELLER-CARRIED FINANCING (E.G., LAND SALE CONTRACT/TRUST DEED/MORTGAGE/OPTION AGREEMENTS, RENT-TO-OWN,**
125 **ETC.):** Notice to Buyer and Seller: If this transaction involves a land sale contract, trust deed, mortgage, option, or lease-to-own agreement
126 (hereinafter a "Seller Carried Transaction"), Oregon law requires that, unless exempted, individuals offering or negotiating the terms must hold a
127 mortgage loan originator ("MLO") license. Your real estate agent is not qualified to provide these services or to advise you in this regard. Legal
128 advice is strongly recommended. Oregon law exempts the following individuals from the MLO licensing law: (a) Those who offer or negotiate terms
129 of a residential mortgage loan with or on behalf of their spouse, child, sibling, parent, grandparent, grandchild or a relative in a similar relationship
130 created by law, marriage or adoption; (b) Those who sell their primary residence they currently or previously lived in; and (c) Individuals who sell up
131 to three (3) non-primary residences during any 12-month period. (Note: One may not hold more than eight residential mortgage loans at one time.) If
132 this is a Seller-Carried Transaction, and one or more of the preceding exemptions apply, Buyer and Seller agree as follows (select only one):

- 133 (a) Secure separate legal counsel to negotiate and draft the necessary documents; or
- 134 (b) Employ an MLO; or
- 135 (c) Use the Seller-Carried Addendum (OREF 033) and related forms.

136 Seller and Buyer agree that regardless of whether (a), (b), or (c) is selected, they will reach a signed written agreement upon the terms and
137 conditions of such financing (e.g. down payment, interest rate, amortization, term, payment dates, late fees, balloon dates, etc.) within _____ business
138 days (ten [10] if not filled in) commencing on the next business day following the date they have signed and accepted this Sale Agreement
139 ("Negotiation of Terms Period"). Upon failure of Buyer and Seller to reach agreement by 5:00 p.m. on the last day of the Negotiation of Terms
140 Period, or such other times as may be agreed upon in writing, all earnest money deposits shall be refunded to Buyer and this transaction shall be

Buyer Initials _____ / _____ Date _____

Seller Initials _____ / _____ Date _____

This form has been licensed for use solely by Patti Mitchell pursuant to a Forms License Agreement with Oregon Real Estate Forms, LLC.
LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE OF BUYER AND/OR SELLER AND DATE
Copyright Oregon Real Estate Forms, LLC 2017 www.orefonline.com
No portion may be reproduced without express permission of Oregon Real Estate Forms, LLC OREF 001



141 automatically terminated. *Caveat: Buyer's and Seller's Agents are not authorized to render advice on these matters. Buyer and Seller are advised to*
142 *secure competent legal advice while engaged in a Seller-Carried Transaction.*

143 8. ADDITIONAL FINANCING PROVISIONS: None
144

CONTINGENCIES

145
146
147 9. TITLE INSURANCE: When this Agreement is signed and accepted by Buyer and Seller, Seller will, at Seller's sole expense, promptly order from
148 the title insurance company selected at Section 22 below, a preliminary title report and copies of all documents of record ("the Report and
149 Documents of Record") for the Property, and furnish them to Buyer at Buyer's contact location as defined at Section 31(3) below. Unless otherwise
150 provided herein, this transaction is subject to Buyer's review and approval of the Report and Documents of Record (If, upon receipt, the Report and
151 Documents of Record are not fully understood, Buyer should immediately contact the title insurance company for further information or seek
152 competent legal advice). The Buyer's and Seller's Agents are not qualified to advise on specific legal or title issues.) Upon receipt of the Report
153 and Documents of Record Buyer shall have 5 business days (five [5] if not filled in) within which to notify Seller, in writing, of any matters
154 disclosed in the Report and Documents of Record which is/are unacceptable ("the Objections"). Buyer's failure to timely object in writing, shall
155 constitute acceptance of the Report and/or Documents of Record. However, Buyer's failure to timely object shall not relieve Seller of the duty to
156 convey marketable title to the Property pursuant to Section 28, below. If, within 5 business days (five [5] if not filled in) following Seller's
157 receipt of the Objections, Seller fails to remove or correct the matters identified therein, or fails to give written assurances reasonably satisfactory to
158 Buyer, that they will be removed or corrected prior to Closing, all earnest money shall be promptly refunded to Buyer, and this transaction shall be
159 terminated. This contingency is solely for Buyer's benefit and may be waived by Buyer in writing. Within thirty (30) days after Closing, the title
160 insurance company shall furnish to Buyer, an owner's standard form policy of title insurance insuring marketable title in the Property to Buyer in the
161 amount of the Purchase Price, free and clear of the Objections, if any, and all other title exceptions agreed to be removed as part of this transaction.
162 (Note: This Section 9 provides that Seller will pay for Buyer's standard owner's policy of title insurance. In some areas of the country,
163 such a payment might be regarded as a "seller concession." Under the TILA/RESPA Integrated Disclosure Rules ["the Rules"], there are
164 limitations, regulations and disclosure requirements on "seller concessions", unless the product or service paid for by the Seller was one
165 customarily paid by sellers in residential sales transactions. In Oregon, sellers customarily and routinely pay for their buyer's standard
166 owner's policy of title insurance. Accordingly, unless the terms of this Section 9 are modified in writing by Buyer and Seller, the parties
167 acknowledge, agree and so instruct Escrow, that in this transaction, Seller's payment of Buyer's standard owner's policy of title insurance
168 is not a "seller concession" under the Rules or any other federal law.)

169 10. INSPECTIONS/ENVIRONMENTAL HEALTH CONDITIONS: The following list identifies some, but not all, environmental conditions that may be
170 found in and around all real property that may affect health: Asbestos, carbon monoxide, electric and magnetic fields, formaldehyde, lead and other
171 contaminants in drinking water and well water, lead based paint, mold and mildew, radon, and leaking underground storage tanks. If Buyer has any
172 concerns about these conditions or others, Buyer is encouraged to secure the services of a licensed professional inspector, consultant, or health
173 expert, for information and guidance. Neither the Buyer's nor Seller's Agents are experts in environmental health hazards or conditions. Buyer
174 understands that it is advisable to have a complete inspection of the Property by qualified licensed professional(s) relating to such matters as
175 structural condition, soil condition/compaction/stability, environmental issues, survey, zoning, operating systems, and suitability for Buyer's intended
176 purpose. Neither Buyer's nor Seller's Agent are qualified to conduct such inspections and shall not be responsible to do so. For further details,
177 Buyer is encouraged to review the Buyer Advisory at <http://www.oregonrealtors.org/resources/membership-resources/buyer-seller-advisories>
178 and the Oregon Public Health Division at <http://public.health.oregon.gov/Pages/Home.aspx>.

179 *Check only one box below:*

180 LICENSED PROFESSIONAL INSPECTIONS: At Buyer's expense, Buyer may have the Property and all elements and systems thereof
181 inspected by one or more licensed professionals of Buyer's choice. Provided, however, Buyer must specifically identify in this Agreement any
182 desired invasive inspections that may include testing or removal of any portion of the Property including radon and mold. Buyer understands that
183 Buyer is responsible for the restoration of the Property following any inspection(s)/test(s) performed by Buyer or on Buyer's behalf. Buyer shall
184 have 10 business days (ten [10] if not filled in), after the date Buyer and Seller have signed and accepted this Agreement (hereinafter "the
185 Inspection Period"), in which to complete all inspections and negotiations with Seller regarding any matters disclosed in any inspection report.
186 Buyer shall not provide all or any portion of the inspection reports to Seller unless requested by Seller or Seller's Agent. However, at any time
187 during this transaction, or promptly following termination, upon request by Seller or Seller's Agent, Buyer shall promptly provide a copy of such
188 reports or portions of reports, as requested. During the Inspection Period, Seller shall not be required to modify any terms of this Agreement
189 already reached with Buyer. Unless a written agreement has already been reached with Seller regarding Buyer's requested repairs, at any time
190 during the Inspection Period, Buyer may notify Seller or Seller's Agent, in writing, of Buyer's unconditional disapproval of the Property based on any
191 inspection report(s), in which case, all earnest money deposits shall be promptly refunded, and this transaction shall be terminated. If Buyer fails
192 to provide Seller or Seller's Agent with written unconditional disapproval of any inspection report(s) by 5:00 P.M. of the final day of the
193 Inspection Period, Buyer shall be deemed to have accepted the condition of the Property. Note that if, prior to expiration of the Inspection

Buyer Initials _____ / _____ Date _____

Seller Initials _____ / _____ Date _____



194 Period, written agreement is reached with Seller regarding Buyer's requested repairs, the Inspection Period shall automatically terminate,
195 unless the parties agree otherwise in writing.

196 Identify Invasive Inspections: Radon Test and Sewer Scope

197 ALTERNATIVE INSPECTION PROCEDURES: OREF 058 PROFESSIONAL INSPECTION ADDENDUM OR OTHER INSPECTION
198 ADDENDUM _____ is attached to this Agreement.

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

203 11. LEAD-BASED PAINT CONTINGENCY PERIOD: If the Property was constructed before 1978, a Lead-Based Paint Disclosure
204 Addendum (hereinafter "the Disclosure Addendum") shall be promptly signed by Seller, Buyer, and their respective agents, and become
205 a part of this Agreement. Buyer shall also be provided with a pamphlet entitled "Protect Your Family From Lead in Your Home." Buyer
206 shall have _____ calendar days (ten [10] unless a greater number is filled in) within which to conduct a lead-based paint assessment or
207 inspection (hereinafter referred to as "the Lead-Based Paint Contingency Period"), which shall commence immediately when Buyer and
208 Seller sign the Disclosure Addendum. Unless the opportunity to conduct a risk assessment or inspection is expressly waived in the
209 Disclosure Addendum, Buyer may, in writing, unconditionally cancel this transaction during the Lead-Based Paint Contingency Period
210 and receive a prompt refund of all earnest money deposits. Buyer understands that the failure to give timely written notice of
211 cancellation prior to Midnight on the last day of the Lead-Based Paint Contingency Period shall constitute acceptance of the condition of
212 the Property as it relates to the presence of lead-based paint or lead-based paint hazards.

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

214 12.1 PRIVATE WELL: Does the Property include a well that supplies or is intended to supply domestic water for household use? Yes No
215 If the property contains a private well, the OREF 82 Private Well Addendum will be attached to this Sale Agreement.

216 12.2 ONSITE SEWAGE SYSTEM: Does the Property include an onsite sewage system? Yes No If the Property contains an onsite
217 sewage system, the OREF 081 Onsite Sewage System Addendum will be attached to this Sale Agreement.

218 13. PROPERTY DISCLOSURE LAW: Buyer and Seller acknowledge that unless this transaction is otherwise exempted, Oregon law provides that
219 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
220 Property Disclosure Statement ("the Statement"), or (b) at any time before Closing (as defined in the Oregon Administrative Rules) if Buyer does
221 not receive the Statement from Seller before Closing. Buyer may waive the right of revocation only in writing. Seller authorizes Seller's Agent's Firm
222 to receive Buyer's notice of revocation, if any, on Seller's behalf.

SELLER REPRESENTATIONS

223 14. SELLER REPRESENTATIONS: Subject to other written disclosures made by Seller as a part of this transaction, Seller makes the
224 following representations to Buyer:

225 (1) The primary dwelling is connected to (check all that apply): a public sewer system; an on-site sewage system; a public
226 water system; a private well; other (e.g., surface springs, cistern, etc.).

227 (2) At the earlier of possession or Closing Date, the dwelling will have one or more operating smoke alarms, smoke detectors and carbon
228 monoxide detectors as required by law (See <http://www.oregon.gov/OSP/SFM/>).

229 (3) Seller has no knowledge of any hazardous substances in or about the Property other than substances (if any) contained in appliances
230 and equipment. Buyer acknowledges that asbestos commonly exists in insulation, ceilings, floor coverings and other areas in
231 residential housing and may exist in the Property.

232 (4) Seller knows of no material defects in or about the Property.

233 (5) All electrical wiring, heating, cooling, plumbing and irrigation equipment and systems and the balance of the Property, including the
234 yard, will be in substantially their present condition at the time Buyer is entitled to possession.

235 (6) Seller has no notice of any liens or assessments to be levied against the Property.

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

237 (8) Seller is not a "foreign person" under the Foreign Investment in Real Property Tax Act ("FIRPTA") as defined in this Agreement.

238 (9) Seller knows of no material discrepancies between visible lines of possession and use (such as existing fences, hedges, landscaping,
239 structures, driveways, and other such improvements) currently existing on the Property and the legal description of the Property.

240 (10) Seller will keep the Property fully insured through Closing.

241 (11) Seller agrees to promptly notify Buyer if, prior to Closing, Seller receives actual notice of any event or condition that could result in
242 making any previously disclosed material information relating to the Property substantially misleading or incorrect.

243 These representations are made to the best of Seller's knowledge. Seller may have made no investigations. Exceptions to items (1)
244 through (11) are: _____ (For more exceptions see Addendum _____).

Buyer Initials _____ / _____ Date _____

Seller Initials _____ / _____ Date _____



246 Buyer acknowledges that the above representations are not warranties regarding the condition of the Property and are not a substitute
17 for, nor in lieu of, Buyer's own responsibility to conduct a thorough and complete independent investigation, including the use of
48 professionals, where appropriate, regarding all material matters bearing on the condition of the Property, its value and its suitability for
249 Buyer's intended use. Neither Buyer's nor Seller's Agents shall be responsible for conducting any inspection or investigation of any
250 aspects of the Property.

251 15.1 SELLER ADVISORY: OREGON STATE TAX WITHHOLDING OBLIGATIONS: Subject to certain exceptions, Escrow is required to withhold a
252 portion of Seller's proceeds if Seller is a non-resident individual or corporation as defined under Oregon law. Buyer and Seller agree to cooperate
253 with Escrow by executing and delivering any instrument, affidavit or statement as requested, and to perform any acts reasonable or necessary to
254 carry out the provisions of Oregon law.

255 15.2 SELLER/BUYER ADVISORY: FIRPTA TAX WITHHOLDING REQUIREMENT. Seller and Buyer are advised that upon Closing, a Federal law, known
256 as the Foreign Investment in Real Property Tax Act ("FIRPTA"), requires buyers to withhold a portion of a seller's proceeds if the real property is located within
257 the United States and the seller is a "foreign person" who does not qualify for an exemption ("Withholding Requirement"). A "foreign person" includes a non-
258 resident alien individual, foreign corporation, foreign partnership, foreign trust or a foreign estate. Generally, the following rules apply under FIRPTA: (a) There
259 is no Withholding Requirement, even if the seller is a "foreign person", if: (i) The purchase price of the property is not more than \$300,000; and (ii) The property
260 will be occupied as a residence by a buyer who is an individual (or a member of his/her family) (iii) for at least 50% of the number of days (excluding days the
261 property is vacant) it is used by such person during each of the first two 12-month periods following the date of closing; (b) The Withholding Requirement will
262 be ten percent (10%) of the purchase price when the seller is a "foreign person" and the purchase price is over \$300,000, but less than \$1,000,000, and (a)(ii)
263 and (iii) above apply; and (c) The Withholding Requirement will be a fifteen percent (15%) of the purchase price when the seller is a "foreign person" and the
264 purchase price is over \$1,000,000, regardless of use of the property. If FIRPTA applies, even if there is an exemption, Seller and Buyer should complete
265 and sign the FIRPTA Addendum, OREF 093. Seller's and Buyer's Agents are not experts in FIRPTA and will not act as a transferor or transferee
266 agent for purposes of the Withholding Requirement. If FIRPTA may apply in this transaction, Seller and Buyer should promptly consult their own
267 experts familiar with the law and regulations. For further information, Seller and Buyer should go to: http://www.realtor.org/articles/firpta-
268 withholding-rate-increasing-to-15.

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

MISCELLANEOUS ITEMS

273 17. TOWNHOME/PLANNED COMMUNITY: Is the property a townhome or in a planned community? [X] Yes [] No [] Unknown
274 If yes, Seller to provide Buyer with OREF 024 Townhome/Planned Community Addendum.

275 18. ALARM SYSTEM: [X] NONE [] OWNED [] LEASED. If leased, Buyer [] will [] will not assume the lease at Closing.

276 19. WOODSTOVE/WOOD BURNING FIREPLACE INSERT: Does the Property contain a woodstove or wood burning fireplace insert?
277 [] Yes [X] No
278 If yes, is the woodstove/wood burning fireplace insert certified? [] Yes [] No [] Unknown. If "No" or "Unknown," Seller to provide Buyer with
279 OREF 046 Woodstove/Wood Burning Fireplace Insert Addendum.

280 20. HOME WARRANTIES: Home warranty plans may be available to help cover homeowner costs to repair/replace certain home systems and
281 appliances. (See specific plan for details.) Will a plan be purchased for Buyer as a part of this transaction? [X] Yes [] No
282 If yes, identify plan and cost: AHS Warranty \$350.00 To be paid at Closing by: [X] Buyer [] Seller

283 21. ADDITIONAL PROVISIONS: Subject to the closing of the sale of buyers property at 22262 NE 159th, Colorado Springs, CO. Copy of
284 sales agreement is attached. Inspection contingency removed. Listing agent Jill Sells Real Estate 555-222-3333.
285
286
287 For additional provisions, see Addendum

CLOSING/ESCROW

288 22. ESCROW: This transaction shall be Closed at WFG National Title ("Escrow"), a neutral escrow
289 company licensed and located in the State of Oregon. Costs of Escrow shall be shared equally between Buyer and Seller, unless otherwise specifically
290 prohibited by the U.S. Department of Veterans Affairs (Federal VA). Unless otherwise provided herein, the parties agree as follows: Seller authorizes
291

Buyer Initials / Date

Seller Initials / Date

This form has been licensed for use solely by Patti Mitchell pursuant to a Forms License Agreement with Oregon Real Estate Forms, LLC.
LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE OF BUYER AND/OR SELLER AND DATE
Copyright Oregon Real Estate Forms, LLC 2017 www.orefonline.com
No portion may be reproduced without express permission of Oregon Real Estate Forms, LLC OREF 001
RESIDENTIAL REAL ESTATE SALE AGREEMENT - Page 6 of 11



292 Seller's Agent's Firm to order a preliminary title report and owner's title policy at Seller's expense and further authorizes Escrow to pay out of the
293 cash proceeds of sale the expense of furnishing such policy, Seller's recording fees, Seller's Closing costs and any liens and encumbrances on the
294 Property payable by Seller on or before Closing. Buyer shall deposit with Escrow sufficient funds necessary to pay Buyer's recording fees, Buyer's
295 Closing costs, and lender's fees, if any. Real estate fees, commissions or other compensation for professional real estate services provided by
296 Buyer's or Seller's Agent's Firms shall be paid at Closing in accordance with the listing agreement, buyer service agreement or other written
297 agreement for compensation.

298 23. PRORATIONS: Prorates for rents, current year's taxes, interest on assumed obligations, and other prepaid expenses attributable to the
299 Property shall be as of: (check one) [X] the Closing Date; [] date Buyer is entitled to possession.

300 24. RECEIPT FOR EARNEST MONEY: Buyer's Agent's Firm acknowledges receipt of earnest money from Buyer in the sum of \$ 3,500.00
301 evidenced by (check all that apply):

302 24.1 [] CASH Deposit in Buyer's Agent's Firm's client trust account, and [] Remain there until disbursement. Or [] thereafter be promptly deposited with
303 Escrow.

304 24.2 [] CHECK Hold any earnest money that is in the form of a check undeposited until this Agreement is signed and accepted by Buyer and Seller, after
305 which time it is to be deposited within three (3) banking days of receipt as follows: [] In Buyer's Agent's Firm's client trust account and remain there until
306 disbursement. [] In Buyer's Agent's Firm's client trust account and thereafter deposit with Escrow. [] Deposit with Escrow.

307 24.3 [X] PROMISSORY NOTE (See attached OREF 060 Promissory Note).

308 24.4 [] Other form of earnest money deposit: _____

309 24.5 BUYER'S AGENT AND BUYER'S AGENT'S FIRM SHALL HAVE NO FURTHER LIABILITY TO BUYER OR SELLER REGARDING ANY
310 EARNEST MONEY THAT IS TRANSFERRED PURSUANT TO THE ABOVE INSTRUCTIONS.

311 _____ Summa Pacific Cascade Realty _____ ←
312 Buyer's Agent's Firm Buyer's Agent's Signature

313 25. EARNEST MONEY DEPOSIT INSTRUCTIONS TO ESCROW: Escrow is hereby instructed by Buyer and Seller as follows: (1) Upon your receipt of a
314 copy of this Agreement marked "rejected" by Seller or upon Listing Firm's written advice that the offer is "rejected" by Seller, you are to refund all earnest
315 money to Buyer; (2) Upon your receipt of a copy of this Agreement signed by Buyer and Seller set up an escrow account and proceed with Closing in
316 accordance with the terms of this Agreement. If you determine that the transaction cannot be Closed for any reason (whether or not there is then a dispute
317 between 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
318 Seller, or a final ruling from a court or arbitrator, as to disposition of such deposits.

319 26. EARNEST MONEY PAYMENT/REFUND: If (1) Seller does not approve this Agreement; or (2) Seller signs and accepts this Agreement but
320 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
321 provided; or (4) any condition which Buyer has made an express contingency in this Agreement (and has not been otherwise waived) fails through
322 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
323 waiver of other legal remedies available to Buyer. If Seller signs and accepts this Agreement and title is marketable; and (1) Buyer has
324 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
325 redeem, when due, any note given as earnest money; or (4) Buyer fails to complete this transaction in accordance with this Agreement, or perform
326 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
327 otherwise allowed under Oregon law, and this transaction shall be terminated. It is the intention of the parties that Seller's sole remedy against
328 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.

329 27.1 CLOSING: Closing shall occur on a date mutually agreed upon between Buyer and Seller, but in no event later than 08/11/2017 ("the Closing
330 Deadline"). The terms "Closed", "Closing" or "Closing Date" shall mean when the deed or contract is recorded and funds are available to Seller. Buyer and
331 Seller acknowledge that for Closing to occur by the Closing Deadline, it may be necessary to execute documents and deposit funds in Escrow prior to that
332 date. Caveat: Section 7 requires three (3) days prior to the Closing Deadline if Escrow is to prepare a note and a deed of trust or mortgage.

333 27.2 THE CLOSING DISCLOSURE: Pursuant to the federal TILA-RESPA Integrated Disclosure Rules ("TRID"), Buyer and Seller will each receive a
334 federally-required document called a "Closing Disclosure", which, among other things, summarizes each party's closing costs. TRID requires that the
335 Closing Disclosure must be received by a residential loan borrower at least three (3) business days prior to "consummation" of the transaction, which in
336 most cases in Oregon will be the date on which Buyer signs the loan documents. Under certain circumstances, a change to the Closing Disclosure late in
337 the transaction could result in a delay in Closing to comply with the three business day rule. Such a delay beyond the Closing Deadline could result in
338 termination of the transaction unless Seller and Buyer mutually agree to extend it.

339 27.3 NOTICE REGARDING TITLE INSURANCE COSTS: The manner in which TRID requires title insurance costs to be disclosed differs from the actual
340 costs that may be charged to the parties under Oregon law. In such instances, at Closing, Escrow may issue a separate statement showing the actual costs

Buyer Initials _____ / _____ Date _____

Seller Initials _____ / _____ Date _____



341 for an owner's policy of title insurance and, where applicable, the lender's policy of title insurance. **Seller and Buyer are encouraged to discuss this with**
342 **Escrow prior to Closing.**

343 **28. DEED:** Seller shall convey marketable title to the Property by statutory warranty deed (or good and sufficient personal representative's or
344 trustee's or similar legal fiduciary's deed, where applicable) free and clear of all liens of record, except property taxes that are a lien but not yet
345 payable, zoning ordinances, building and use restrictions, reservations in federal patents, easements of record that affect the Property, covenants,
346 conditions and restrictions of record, and those matters accepted by Buyer pursuant to Section 9. If Buyer's title will be held in the name of more
347 than one person, see Section 39 regarding forms of co-ownership.

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

- 350 (1) by 5:00 p.m. on Closing;
- 351 (2) by _____ a.m. p.m. _____ days after Closing;
- 352 (3) by _____ a.m. p.m. on the _____ day of _____.

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

355 **30. SELLER POSSESSION BEFORE/AFTER CLOSING:** In the event that Buyer and Seller agree that Seller will deliver possession before or after
356 Closing, **OREF 053 (Agreement to Occupy Before Closing)** or **OREF 054 (Agreement to Occupy After Closing)** will be attached to this Sale
357 Agreement.

DEFINITIONS/INSTRUCTIONS

358 **31. DEFINITIONS/INSTRUCTIONS:** (1) All references in this Sale Agreement to "Agent" and "Firm" shall refer to Buyer's and Seller's real estate
359 agents licensed in the State of Oregon and the respective real estate companies with which they are affiliated.

360 (2) Time is of the essence of this Agreement.

361 (3) Except as provided in Section 9, above, all written notices or documents, required or permitted under this Agreement to be delivered to Buyer or
362 Seller may be delivered to their respective Agent with the same effect as if delivered to that Buyer or Seller. Upon opening of this transaction with the
363 title company identified at Section 22, above, Buyer, Seller, and their respective Agents, where applicable, shall provide Escrow with their preferred
364 means of notification (e.g. email or text address, facsimile number, or mailing or personal delivery address, or other), which shall serve as the
365 primary location for receipt of all notices or documents (hereinafter, "Contact Location")

366 (4) Agent(s) and Firm(s) identified in the Final Agency Acknowledgment Section above are not parties to this Agreement.

367 (5) A "business day" shall mean Monday through Friday, except recognized state and federal holidays.

368 (6) Unless Seller and Buyer expressly provide otherwise, the phrase "signed and accepted" in the printed text of this Sale Agreement, or any
369 addendum or counteroffer, however designated (collectively, "the Agreement" or "the Sale Agreement"), shall mean the date and time that either the
370 Seller and/or Buyer has/have: (a) Signed their acceptance of the Agreement received from the other party, or their Agents, and (b) Transmitted it to
371 the sending party, or their Agent, either by manual delivery ("Manual Delivery"), or by facsimile or electronic mail/text (collectively, "Electronic
372 Transmission"). When the Agreement is "signed and accepted" as defined herein, the Agreement becomes legally binding on Buyer and Seller, and
373 neither has the ability to withdraw their offer or counteroffer, as the case may be.

374 (7) The sending of a signed acceptance of the Agreement via Electronic Transmission from one party, or their Agent, to the other party, or their
375 Agent, shall have the same effect as Manual Delivery of the signed original. If the parties intend to use any other method for transmitting a signed
376 offer or acceptance of the Agreement (such as regular mail, certified mail, or overnight delivery), they should so specify at Section 21 (Additional
377 Provisions) of this Sale Agreement.

378 (8) Time calculated in days after the date Buyer and Seller have signed and accepted this Agreement shall start on the first full business day after
379 the date they have signed and accepted it.

380 (9) This Agreement is binding upon the heirs, personal representatives, successors and assigns of Buyer and Seller. However, Buyer's rights under
381 this Agreement or in the Property are not assignable without prior written consent of Seller.

382 (10) This Agreement may be signed in multiple legible counterparts with the same legal effect as if all parties signed the same document.

383 (11) Excepting only the Lead-Based Paint Contingency Period identified in Section 11, unless a different time is specified in the Agreement, all
384 deadlines for performance, however designated, that are measured in business or calendar days, shall terminate as of 5:00 p.m. on the last day of
385 that deadline, however designated.
386

Buyer Initials _____ / _____ Date _____

Seller Initials _____ / _____ Date _____

**This form has been licensed for use solely by Patti Mitchell pursuant to a Forms License Agreement with Oregon Real Estate Forms, LLC.
LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE OF BUYER AND/OR SELLER AND DATE**



387 32. UTILITIES: Seller shall pay all utility bills accrued to date Buyer is entitled to possession. Buyer shall pay Seller for heating fuel/propane on
98 premises, at Seller's supplier's rate on the possession date. Payment shall be handled between Buyer and Seller outside of Escrow.

389 33. APPROVED USES: THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING
390 STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT
391 AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS
392 DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE
393 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,
394 CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8,
395 OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD
396 CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A
397 LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR
398 PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING
399 PROPERTY OWNERS, IF ANY, UNDER ORS 195.300,195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS
400 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

401 34. IRC 1031 EXCHANGE: In the event Buyer or Seller elects to complete an IRC 1031 exchange in this transaction, the other party agrees to
402 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
403 escrow or cause additional expense or liability to the cooperating party. Unless otherwise provided herein, this provision shall not become a
404 contingency to the Closing of this transaction.

405 35.1 LEVY OF ADDITIONAL PROPERTY TAXES: The Property: (check one) is is not specially assessed for property taxes (e.g., farm,
406 forest or other) in a way that may result in levy of additional taxes in the future. If it is specially assessed, Seller represents that the Property is
407 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
408 transaction, the Property either is disqualified from special use assessment or loses its deferred property tax status, unless otherwise specifically
409 provided in this Agreement, Buyer shall be responsible for and shall pay when due, any deferred and/or additional taxes and interest that may be
410 levied against the Property and shall hold Seller completely harmless therefrom. However, if as a result of Seller's actions prior to Closing, the
411 Property either is disqualified from its entitlement to special use assessment or loses its deferred property tax status, Buyer may, at Buyer's sole
412 option, promptly terminate this transaction and receive a refund of all deposits paid by Buyer in anticipation of Closing; or Close this transaction and
413 hold Seller responsible to pay into Escrow all deferred and/or additional taxes and interest that may be levied or recaptured against the Property
414 and hold Buyer completely harmless therefrom. The preceding shall not be construed to limit Buyer's or Seller's available remedies or damages
415 arising from a breach of this Section 35.1.

416 35.2 HISTORIC PROPERTY DESIGNATION: If the Property is or may be subject to a Historic Property local ordinance or is subject to or may
417 qualify for the Historic Property Special Property Tax Assessment under ORS 358.475 to 358.565, Seller shall provide OREF 045 Historic
418 Property Addendum.

DISPUTE RESOLUTION

419 36. FILING OF CLAIMS: All claims, controversies and disputes between Seller, Buyer, Agents, and/or Firms, arising under this Sale Agreement,
420 including those for rescission (hereinafter collectively referred to as "Claims"), shall be exclusively resolved in accordance with the procedures set
421 forth herein, which shall survive Closing or earlier termination of this transaction. All Claims shall be governed exclusively by Oregon law, and venue
422 shall be placed in the county where the real property is situated. Filing a Claim for arbitration shall be treated the same as filing in court for purposes
423 of meeting any applicable statutes of limitation or statute of ultimate repose, and for purposes of filing a lis pendens. BY CONSENTING TO THE
424 PROVISIONS HEREIN, BUYER AND SELLER ACKNOWLEDGE THAT THEY ARE GIVING UP THE CONSTITUTIONAL RIGHT TO HAVE THE CLAIM TRIED BY A
425 JUDGE OR JURY IN STATE OR FEDERAL COURT.

426 37. EXCLUSIONS: The following shall not constitute Claims: (1) Any proceeding to enforce or interpret a mortgage, trust deed, land sale contract or
427 recorded construction lien; (2) A forcible entry and detainer action (eviction); (3) If the matter is exclusively between REALTORS® and is otherwise
428 required to be resolved under the Professional Standards Ethics and Arbitration provisions of the National Association of REALTORS®; (4) If the
429 matter relates to a commission or fee with an Agent or Firm, and the written listing, service or fee agreement with Buyer or Seller contains a
430 mandatory mediation and/or arbitration provision; and (5) Filing in court for the issuance of provisional process described under the Oregon Rules of
431 Civil Procedure, provided, however, such filing shall not constitute a waiver of the right or duty to utilize the dispute resolution procedures described
432 herein for the adjudication of any Claims.

433 38.1. SMALL CLAIMS BETWEEN BUYER AND SELLER: All Claims between Buyer and Seller that are within the jurisdiction of the Small Claims
434 Court of the county in which the property is located, shall be brought and decided there, in lieu of mediation, arbitration or litigation in any other
435 forum. Notwithstanding ORS 46.455(3), neither Buyer nor Seller shall have a right to request a jury trial and so remove the matter from the Small
436 Claims Department of the Circuit Court. A judgment in Small Claims Court is final and binding and there is no right of appeal.

Buyer Initials _____ / _____ Date _____

Seller Initials _____ / _____ Date _____

This form has been licensed for use solely by Patti Mitchell pursuant to a Forms License Agreement with Oregon Real Estate Forms, LLC.
LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE OF BUYER AND/OR SELLER AND DATE



38.2. MEDIATION AND ARBITRATION BETWEEN BUYER AND SELLER: If Buyer's and/or Seller's Agent is a member of the National Association of REALTORS®, all Claims shall be submitted to mediation in accordance with the procedures of the Home Seller/Home Buyer Dispute Resolution System of the National Association of REALTORS® ("the System").

38.3 MEDIATION AND ARBITRATION INVOLVING AGENTS/FIRMS: All Claims that include Agents or their Firms shall be resolved in accordance with the mediation and arbitration process described in Section 38.2 above, and if applicable, the prevailing party shall be entitled to an award of attorney fees, filing fees, cost, disbursements, and mediator and arbitrator fees, as provided therein.

SIGNATURE INSTRUCTIONS

39. OFFER TO PURCHASE: Buyer offers to purchase the Property upon the terms and conditions set forth in this Agreement. Buyer acknowledges receipt of a completely filled in copy of this Agreement which Buyer has fully read and understands.

Deed or contract shall be prepared in the name of Joseph A Buyer
Co-Ownership Note: Buyer should secure advice from an expert or attorney regarding different forms of co-ownership and rights of survivorship.

This offer shall automatically expire on (insert date) June 30, 2017 at 5 p.m., (the Offer Deadline), if not accepted by that time. Buyer may withdraw this offer before the Offer Deadline any time prior to Seller's transmission of signed acceptance.

Buyer Joseph A Buyer Date _____ a.m. ____ p.m. ←

Buyer _____ Date _____ a.m. ____ p.m. ←

Address _____ Zip _____

Phone Home _____ Work _____ E-mail josephabuyer@joebuyer.com Fax _____

This offer was submitted to Seller for signature on the _____ day of _____, at _____ a.m. ____ p.m.

By _____ (Agent(s) presenting offer).

40. AGREEMENT TO SELL / ACKNOWLEDGEMENTS / DISPOSITION OF EARNEST MONEY: Seller accepts Buyer's offer. Seller acknowledges receipt of a completely filled-in copy of this Agreement, which Seller has fully read and understands.

Seller Ben M Ruth Date _____ a.m. ____ p.m. ←

Seller _____ Date _____ a.m. ____ p.m. ←

Address _____ Zip _____

Phone Home _____ Work _____ E-mail _____ Fax _____

Buyer Initials _____ / _____ Date _____

Seller Initials _____ / _____ Date _____



480 41. SELLER'S REJECTION/COUNTER OFFER (select only one): Seller does not accept the above offer, but makes the attached counter
481 offer.

482 Seller rejects Buyer's offer.

483 Seller _____ Date _____, _____ a.m. ___ p.m. ←
Ben M Ruth

484 Seller _____ Date _____, _____ a.m. ___ p.m. ←

485 Address _____ Zip _____

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

487 42.1 BUYER'S ACKNOWLEDGMENT: Buyer acknowledges receipt of a copy of Seller's signed response to Buyer's offer. (Note: The date and time
488 of Buyer's signed acknowledgment below is not the moment this Agreement becomes binding upon the parties. See, Section 31 (6), above.)

489 Buyer _____ Date _____, _____ a.m. ___ p.m. ←
Joseph A Buyer

490 Buyer _____ Date _____, _____ a.m. ___ p.m. ←

491 42.2 SELLER'S LATE ACCEPTANCE: If Seller signed where indicated at Section 40 accepting Buyer's offer, but transmitted it to Buyer or Buyer's
492 Agent after the Offer Deadline identified at Section 39, above, Buyer (select only one) agrees does not agree, to be bound thereby. (The
493 failure to check either box shall constitute rejection of Seller's acceptance after the Offer Deadline.) If Buyer checks the box agreeing to be
494 bound by Seller's late acceptance occurring after the Offer Deadline, this Sale Agreement shall become binding on all parties only when Buyer(s)
495 has/have signed below and transmitted it to Seller or Seller's Agent.

496 Buyer _____ Date _____, _____ a.m. ___ p.m. ←
Joseph A Buyer

497 Buyer _____ Date _____, _____ a.m. ___ p.m. ←

498 If Buyer checked the box and signed where indicated in this Section 42.2, agreeing to be bound by Seller's late acceptance of Buyer's offer, Buyer or
499 Buyer's Agent must complete the information below and thereafter promptly transmit this Agreement to Seller or Seller's Agent:

500 Enter Date, Time, and Method of Transmission of Buyer's Acceptance: _____ ;

501 Enter Identity of Sender: _____

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

Buyer Initials _____ / _____ Date _____

Seller Initials _____ / _____ Date _____

This form has been licensed for use solely by Patti Mitchell pursuant to a Forms License Agreement with Oregon Real Estate Forms, LLC.

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE OF BUYER AND/OR SELLER AND DATE

Copyright Oregon Real Estate Forms, LLC 2017

www.orefonline.com

No portion may be reproduced without express permission of Oregon Real Estate Forms, LLC

OREF 001

RESIDENTIAL REAL ESTATE SALE AGREEMENT - Page 11 of 11

TOWNHOUSE / PLANNED COMMUNITY ADDENDUM

1	Buyer(s) <u>Joseph A Buyer</u>
2	Seller(s) <u>Ben M Ruth</u>
3	Property Address <u>12951 SW BEAGLE CT, Tigard, OR, OR 97223</u>

DOCUMENTS TO BE PROVIDED TO BUYER

4 The Property that is the subject of this transaction includes a residence located within a planned community as defined in ORS Chapter 94. There
 5 exists a homeowner's association (collectively "the HOA"), which is responsible for one or more expenses relating to the Property and/or certain
 6 limited or general common elements. It is highly recommended that Buyer employ the use of third-party professionals familiar with townhomes
 7 and/or planned unit developments, their associations, governance, budgets, finances, and reserves. Seller is not required to provide documents
 8 under this Addendum that have already been provided with the Residential Real Estate Sale Agreement (OREF 001) or such other disclosures as
 9 may be legally required for the sale of new homes or condominiums under ORS Chapters 94 and 100.

10 SELLER AND BUYER AGREE THAT THIS ADDENDUM SHALL BECOME A PART OF THE SALE AGREEMENT BETWEEN THEM.

11 Seller agrees, at Seller's expense, to provide Buyer within 7 business days (seven [7] if not filled in) after the date Buyer and Seller have both
 12 signed and accepted the Sale Agreement, with copies of certain documents (hereinafter "Documents") checked in the boxes below. For the purposes of
 13 this Addendum, the term "Documents" shall be limited to official writings to or for the benefit of the HOA specifically described in the list below and
 14 dealing with the Property and/or the planned community. (Note: Not all Documents may be readily available to Seller. Some Documents may already be
 15 available to Buyer through other disclosure documents required under Oregon law. Some important information may be available to Buyer in summary
 16 form. Buyers, Sellers and Agents should promptly determine what Documents are necessary and can be reasonably provided within the applicable time
 17 frames. If obtaining Buyer-requested Documents will cause any delay, it is suggested that the parties address this by written addendum.)

- 18 The conditions, covenants and restrictions ("CC&Rs") and/or the Declaration. (Not necessary if provided by title company.)
- 19 The HOA articles of incorporation and bylaws, and rules and regulations, including any revisions or amendments thereto.
- 20 Rules and regulations, including any revisions or amendments thereto.
- 21 Policies, agreements, notices (not included in the requested items above) relating to: age restrictions, pets, parking, any restrictions on rental of homes or units.
- 22 All minutes of meetings for the preceding _____ months (twelve [12] if not filled in) for the HOA and the board of directors.
- 23 Documents verifying coverage under the current policies of casualty and liability insurance for the HOA and its board of directors.
- 24 Documents verifying the current HOA assessments and budget together with any HOA notices relating to potential increases in the
 25 assessments or any potential special assessments.
- 26 Documents prepared for the HOA or its officers and/or directors acting in their official capacity, such as inspection reports, studies, bids or proposals for
 27 repair or replacement of any actual or suspected defects in the structural integrity or safety of the Property and its limited or general common elements.
- 28 Documents relating to any demands or claims made by or against the HOA relating to any actual or suspected defects in the structural
 29 integrity or safety of the Property and its limited or general common elements.
- 30 Documents showing the latest reserve study conducted by or for the HOA together with current reserve fund figures.
- 31 Documents disclosing the names and phone numbers of the current management company and the current HOA officers and directors
- 32 Other: _____

33 Parking space/garage # _____ owned leased N/A The lease is \$ _____ / month year.

34 Storage space # _____ owned leased N/A The lease is \$ _____ / month year.

35 Current HOA dues: \$165.00 _____ per month year other _____.

36 HOA contact information

37 Name: Community Management, Inc AAMC

38 Contact Person: Daniel Kent

39 Address: 2105 SE 9th Ave

40 Portland, OR 97214

41 Phone: (503)445-1122

42 HOA Website: _____

43 HOA Email Address: danielk@communitymgt.com

Buyer Initials _____ / _____ Date _____

Seller Initials _____ / _____ Date _____

This form has been licensed for use solely by Patti Mitchell pursuant to a Forms License Agreement with Oregon Real Estate Forms, LLC.

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE OF BUYER AND/OR SELLER AND DATE



CONTINGENCY

44 Buyer shall have _____ business days (five [5] if not filled in) from delivery of all of the requested Documents to Buyer or Buyer's Agent, within which
45 to review them (the "Review Period"). If Buyer notifies Seller or Seller's Agent, in writing, prior to 5:00 p.m. of the last day of the Review Period that
46 Buyer unconditionally disapproves of one or more of the Documents, all earnest money deposits will be promptly refunded to Buyer and this
47 transaction shall be terminated. **Buyer's failure to give timely and unconditional written notice of disapproval of the Document(s) within the**
48 **Review Period shall constitute a waiver of this contingency and Buyer shall be deemed to have approved the Documents.**

49 Buyer Signature _____ Date _____, _____ a.m. ___ p.m. ←
Joseph A Buyer

50 Buyer Signature _____ Date _____, _____ a.m. ___ p.m. ←

51 Seller Signature _____ Date _____, _____ a.m. ___ p.m. ←
Ben M Ruth

52 Seller Signature _____ Date _____, _____ a.m. ___ p.m. ←

53 Buyer's Agent **Patti Mitchell** Seller's Agent **Patti Mitchell**

54 Buyer's Agent's Firm **Summa Pacific Cascade Realty** Seller's Agent's Firm **Summa - Pacific Cascade Realty**

This form has been licensed for use solely by Patti Mitchell pursuant to a Forms License Agreement with Oregon Real Estate Forms, LLC.

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE AND DATE

Copyright Oregon Real Estate Forms, LLC 2017 www.orefonline.com
No portion may be reproduced without express permission of Oregon Real Estate Forms, LLC

PROMISSORY NOTE FOR EARNEST MONEY

1 Buyer(s) Joseph A Buyer

2 Seller(s) Ben M Ruth

3 Property Address 12951 SW BEAGLE CT, Tigard, OR, OR 97223

4 [This Promissory Note ("Note") should be used in conjunction with "Receipt For Earnest Money" Section of Sale Agreement]

5 Buyer(s): Joseph A Buyer

6 jointly and severally promise to pay to:

7 Seller(s): Ben M Ruth

8 the sum of \$ 3,500.00

- 9 1) Upon redemption of this Note, check shall be made payable to (select only one):
- 10 Real Estate Firm Trust Account: _____
- 11 Seller(s): Ben M Ruth
- 12 Escrow / Title Company: WFG National Title

13 2) This Note is due and payable on the following Due Date (select only one): 3 business calendar days (three {3}

14 if not filled in) after Seller and Buyer have signed and accepted this Real Estate Sale Agreement;

15 Date _____

16 3) If this Note is not paid on or before the Due Date, Buyer(s) shall pay interest at the rate of nine percent (9.00%) per annum on the unpaid

17 balance from the Due Date until it is paid in full. **BUYER(S) UNDERSTAND(S) THAT TIME IS OF THE ESSENCE, AND THAT THE**

18 **FAILURE TO PAY THIS NOTE WHEN DUE MAY ALSO CONSTITUTE A DEFAULT UNDER THE REAL ESTATE SALE AGREEMENT**

19 **WITH SELLER.**

20 4) This Note is hereby incorporated into and made a part of the Real Estate Sale Agreement between Seller(s) and Buyer(s). In the event of

21 any dispute between said Seller and Buyer, the mediation, arbitration and attorney fee provisions therein shall expressly apply. If this

22 Note is for \$10,000 or less, notwithstanding the dispute resolution provisions of the Real Estate Sale Agreement, Seller may, but shall not

23 be required, to enforce collection in Small Claims Court.

24 5) If payment is not made on or before the Due Date, and this Note is being held by Seller's or Buyer's Agent, said Agent, or Agent's

25 Principal Broker, shall, upon demand, turn it over to Seller for enforcement. It is expressly understood and agreed that neither

26 Agents, nor Agents' Principal Brokers, nor their respective Firms, its owners, officers or directors, licensees, employees or

27 representatives, shall have any duty, responsibility or liability to Seller(s) to enforce collection of this Note, nor for any fees or costs

28 associated therewith.

29 Buyer _____ Date _____ ← Seller _____ Date _____ ←

Joseph A Buyer **Ben M Ruth**

30 Buyer _____ Date _____ ← Seller _____ Date _____ ←

31 Buyer's Agent Patti Mitchell Seller's Agent Patti Mitchell

32 Buyer's Agent's Firm Summa Pacific Cascade Realty Seller's Agent's Firm Summa - Pacific Cascade Realty

This form has been licensed for use solely by Patti Mitchell pursuant to a Forms License Agreement with Oregon Real Estate Forms, LLC.

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE AND DATE
 Copyright Oregon Real Estate Forms, LLC 2017 www.orefonline.com
 No portion may be reproduced without express permission of Oregon Real Estate Forms, LLC

OREF 060



**OREGON REAL ESTATE INITIAL AGENCY
DISCLOSURE PAMPHLET
OAR 863-015-215 (4)**

This pamphlet describes the legal obligations of real estate agents in Oregon. Real estate agents and Principal Brokers are required to provide this information to you when they first meet you.

This pamphlet is informational only. Neither the pamphlet nor its delivery to you may be interpreted as evidence of intent to create an agency relationship between you and an agent or Principal Broker.

Real Estate Agency Relationships

An "agency" relationship is a voluntary legal relationship in which a licensed real estate agent or Principal Broker agrees to act on behalf of a buyer or a seller (the "client") in a real estate transaction.

Oregon law provides for three types of agency relationships between real estate agents and their clients:

Seller's Agent - Represents the seller only;

Buyer's Agent - Represents the buyer only;

Disclosed Limited Agent - Represents both the buyer and seller, or multiple buyers who want to purchase the same property. This can be done only with the written permission of both clients.

The actual agency relationships between the seller, buyer and their agents in a real estate transaction must be acknowledged at the time an offer to purchase is made. Please read this pamphlet carefully before entering into an agency relationship with a real estate agent.

Definition of "Confidential Information"

Generally, agents must maintain confidential information about their clients. "Confidential information" is information communicated to the agent or the agent's Principal Broker by the buyer or seller of one to four residential units regarding the real property transaction, including but not limited to price, terms, financial qualifications or motivation to buy or sell. "Confidential information" does not mean information that:

- a. The buyer instructs the agent or the agent's Principal Broker to disclose about the buyer to the seller, or the seller instructs the agent or the agent's Principal Broker to disclose about the seller to the buyer; and
- b. The agent or the agent's Principal Broker knows or should know failure to disclose would constitute fraudulent representation.

Duties and Responsibilities of Seller's Agent

Under a written listing agreement to sell property, an agent represents only the seller unless the seller agrees in writing to allow the agent to also represent the buyer. An agent who represents only the seller owes the following affirmative duties to the seller, the other parties and the other parties' agents involved in a real estate transaction:

1. To deal honestly and in good faith;
2. To present all written offers, notices and other communications to and from the parties in a timely manner without regard to whether the property is subject to a contract for sale or the buyer is already a party to a contract to purchase; and
3. To disclose material facts known by the agent and not apparent or readily ascertainable to a party;

This form has been licensed for use solely by Patti Mitchell pursuant to a Forms License Agreement with Oregon Real Estate Forms, LLC.

Provided by Oregon Real Estate Forms, LLC 2017

www.orefonline.com

OREF 042

May not be reproduced without express permission of Oregon Real Estate Forms, LLC

Page 1 of 3



A Seller's Agent owes the seller the following affirmative duties;

1. To exercise reasonable care and diligence;
2. To account in a timely manner for money and property received from or on behalf of the seller;
3. To be loyal to the seller by not taking action that is adverse or detrimental to the seller's interest in a transaction;
4. To disclose in a timely manner to the seller any conflict of interest, existing or contemplated;
5. To advise the seller to seek expert advice on matters related to the transactions that are beyond the agent's expertise;
6. To maintain confidential information from or about the seller except under subpoena or court order, even after termination of the agency relationship; and
7. Unless agreed otherwise in writing, to make a continuous, good faith effort to find a buyer for the property, except that a Seller's Agent is not required to seek additional offers to purchase the property while the property is subject to a contract for sale.

None of the above affirmative duties of an agent may be waived, except #7. The affirmative duty listed in #7 can only be waived by written agreement between seller and agent.

Under Oregon law, a Seller's Agent may show properties owned by another seller to a prospective buyer and may list competing properties for sale without breaching any affirmative duty to the seller.

Unless agreed to in writing, an agent has no duty to investigate matters that are outside the scope of the agent's expertise, including but not limited to investigation of the condition of property, the legal status of the title or the seller's past conformance with law.

Duties and Responsibilities of Buyer's Agent

An agent, other than the Seller's Agent, may agree to act as the Buyer's Agent only. The Buyer's Agent is not representing the seller, even if the Buyer's Agent is receiving compensation for services rendered, either in full or in part, from the seller or through the Seller's Agent.

An agent who represents only the buyer owes the following affirmative duties to the buyer, the other parties and the other parties' agents involved in a real estate transaction:

1. To deal honestly and in good faith;
2. To present all written offers, notices and other communications to and from the parties in a timely manner without regard to whether the property is subject to a contract for sale or the buyer is already a party to a contract to purchase; and
3. To disclose material facts known by the agent and not apparent or readily ascertainable to a party.

A Buyer's Agent owes the buyer the following affirmative duties:

1. To exercise reasonable care and diligence;
2. To account in a timely manner for money and property received from or on behalf of the buyer;
3. To be loyal to the buyer by not taking action that is adverse or detrimental to the buyer's interest in a transaction;
4. To disclose in a timely manner to the buyer any conflict of interest, existing or contemplated;
5. To advise the buyer to seek expert advice on matters related to the transaction that are beyond the agent's expertise;
6. To maintain confidential information from or about the buyer except under subpoena or court order, even after termination of the agency relationship; and
7. Unless agreed otherwise in writing, to make a continuous, good faith effort to find property for the buyer, except that a buyer's agent is not required to seek additional properties for the buyer while the buyer is subject to a contract for purchase.

None of these affirmative duties of an agent may be waived, except #7. The affirmative duty listed in #7 can only be waived by written agreement between buyer and agent.

This form has been licensed for use solely by Patti Mitchell pursuant to a Forms License Agreement with Oregon Real Estate Forms, LLC.

Provided by Oregon Real Estate Forms, LLC 2017

www.orefonline.com

OREF 042

May not be reproduced without express permission of Oregon Real Estate Forms, LLC

Page 2 of 3



Under Oregon law, a Buyer's Agent may show properties in which the buyer is interested to other prospective buyers without breaching an affirmative duty to the buyer.

Unless agreed to in writing, an agent has no duty to investigate matters that are outside the scope of the agent's expertise, including but not limited to investigation of the condition of property, the legal status of the title or the seller's past conformance with law.

Duties and Responsibilities of an Agent Who Represents More than One Client in a Transaction

One agent may represent both the seller and the buyer in the same transaction, or multiple buyers who want to purchase the same property, only under a written "Disclosed Limited Agency Agreement" signed by the seller and buyer(s).

Disclosed Limited Agents have the following duties to their clients:

1. To the seller, the duties listed above for a seller's agent; and
2. To the buyer, the duties listed above for a buyer's agent;
3. To both buyer and seller, except with express written permission of the respective person, the duty not to disclose to the other person:
 - a. That the seller will accept a price lower or terms less favorable than the listing price or terms;
 - b. That the buyer will pay a price greater or terms more favorable than the offering price or terms; or
 - c. Confidential information as defined above.

Unless agreed to in writing, an agent has no duty to investigate matters that are outside the scope of the agent's expertise.

When different agents associated with the same Principal Broker (a real estate agent who supervises other agents) establish agency relationships with different parties to the same transaction, only the Principal Broker will act as a Disclosed Limited Agent for both buyer and seller. The other agents continue to represent only the party with whom the agents have already established an agency relationship unless all parties agree otherwise in writing. The Principal Broker and agents representing either seller or buyer shall owe the following duties to the seller and buyer:

1. To disclose a conflict of interest in writing to all parties;
2. To take no action that is adverse or detrimental to either party's interest in the transaction; and
3. To obey the lawful instruction of both parties.

No matter whom they represent, an agent must disclose information the agent knows or should know that failure to disclose would constitute fraudulent misrepresentation.

You are encouraged to discuss the above information with the agent delivering this pamphlet to you. If you intend for that agent, or any other Oregon agent, to represent you as a Seller's Agent, Buyer's Agent, or Disclosed Limited Agent, you should have a specific discussion with the agent about the nature and scope of the agency relationship. Whether you are a buyer or seller, you cannot make an agent your agent without the agent's knowledge and consent, and an agent cannot make you their client without your knowledge and consent.

This form has been licensed for use solely by Patti Mitchell pursuant to a Forms License Agreement with Oregon Real Estate Forms, LLC.

Provided by Oregon Real Estate Forms, LLC 2017

www.orefonline.com

OREF 042

May not be reproduced without express permission of Oregon Real Estate Forms, LLC

Page 3 of 3

Info Only
Does not apply to this transaction

SELLER/BUYER ADVISORY: FIRPTA TAX WITHHOLDING OBLIGATION

1 Buyer(s) Joseph A Buyer

2 Seller(s) Ben M Ruth

3 Property Address 12951 SW BEAGLE CT, Tigard, OR, OR 97223

4 **FIRPTA Law Summary.** Seller is advised that upon Closing, a Federal law, known as the Foreign Investment in
5 Real Property Tax Act ("FIRPTA"), allows an escrow company, if they agree, to withhold a portion of Seller's
6 proceeds if the real property is located within the United States and the Seller is a "foreign person." A "foreign
7 person" includes a non-resident alien individual, foreign corporation, foreign partnership, foreign trust and foreign
8 estate. The amount deducted from Seller's proceeds is ten percent (10%) of the gross sales price, and is required
9 to be delivered over to the Internal Revenue Service ("IRS") within twenty (20) days of the closing of the
10 transaction. Buyer may become responsible for payment if FIRPTA applies and Escrow is not instructed to
11 withhold the funds.

12 **Exceptions.** FIRPTA will not apply to this transaction so long as the following three criteria exist: (a) The sale
13 price is \$300,000 or less; (b) The Property is to be used by Buyer as a residence; and, (c) Buyer is an individual.

14 **Seller Representation of Non-FIRPTA Status.** At Contingencies Section (Inspections/Environmental Health
15 Conditions) of the Sale Agreement, Seller represents that Seller is NOT a "foreign person" (hereinafter "Seller's
16 Non-FIRPTA Status"). If Seller is unsure, Seller should first confer with Seller's tax counsel or CPA before
17 entering into this transaction. Where applicable, Seller agrees to execute and deliver, as appropriate, any
18 instrument, affidavit or statement, reasonably requested by Escrow to confirm Seller's Non-FIRPTA status.

19 **Right to Rely on Seller's Representation.** In submitting this offer, Buyer represents that Buyer has no
20 knowledge, information, or belief that Seller is a foreign person or that this transaction is subject to FIRPTA. Seller
21 acknowledges that Buyer, Buyer's and Seller's Agents, their respective Firms, and Escrow, its agents,
22 employees and representatives, shall have the absolute right to rely upon Seller's representation of Seller's
23 Non-FIRPTA Status at Seller Representation Section (FIRPTA Tax Withholding Requirement) of the Sale
24 Agreement. This right of reliance shall continue through the Closing Date and thereafter, unless Seller has
25 disclosed otherwise in a written counteroffer or Addendum to the Sale Agreement.

26 If FIRPTA will apply to this transaction, OREF 093 (FIRPTA Tax Withholding Instructions Addendum) will be
27 attached to the Sale Agreement and become a part of this transaction.

BUYER AND SELLER ACKNOWLEDGMENT

29 **By their signatures below, Seller and Buyer acknowledge that they have read and understand the above**
30 **information, and that if FIRPTA will apply to this transaction, OREF 093 FIRPTA Addendum will be attached to, and**
31 **become a part of the Sale Agreement.**

32 Buyer Signature _____ Date _____, _____ a.m. _____ p.m. ←
Joseph A Buyer

33 Buyer Signature _____ Date _____, _____ a.m. _____ p.m. ←

34 Buyer's Agent Patti Mitchell Buyer's Agent's Firm Summa Pacific Cascade Realty

36 Seller Signature _____ Date _____, _____ a.m. _____ p.m. ←
Ben M Ruth

37 Seller Signature _____ Date _____, _____ a.m. _____ p.m. ←

38 Seller's Agent Patti Mitchell Seller's Agent's Firm Summa - Pacific Cascade Realty

This form has been licensed for use solely by Patti Mitchell pursuant to a Forms License Agreement with Oregon Real Estate Forms, LLC.
LINES WITH THIS ← SYMBOL REQUIRE A SIGNATURE AND DATE
Copyright Oregon Real Estate Forms, LLC 2017 www.orefonline.com
No portion may be reproduced without express permission of Oregon Real Estate Forms, LLC **OREF 092**

Info Only
Does not apply to this transaction

FIRPTA ADDENDUM

Buyer(s) Joseph A Buyer
Seller(s) Ben M Ruth
Property Address 12951 SW BEAGLE CT, Tigard, OR, OR 97223

1 1. Seller Is A Foreign Person Exempt From FIRPTA Withholding Requirement. If Seller is a "foreign person" as defined
2 at the Seller Representation Section (FIRPTA Tax Withholding Requirement) of the Sale Agreement, but is exempt from the
3 Withholding Requirement because: (a) The sale price of the Property is not more than \$300,000; and (b) The Property will be
4 occupied as a residence by Buyer (or a member of Buyer's family) for at least 50% of the number of days (excluding days the
5 property is vacant) it is used by any person during each of the first two 12-month periods following the date of Closing. In such case,
6 upon written request of Seller, Buyer agrees to sign a declaration of such intent ("Declaration") on or before the Closing Date. If, for
7 any reason, following Seller's said written request to sign the Declaration, Buyer fails to do so by or before the Closing
8 Date, Seller may terminate this transaction and retain all Deposits paid or agreed to be paid by Buyer.

9 2. Seller Is A Foreign Person Not Exempt From FIRPTA Withholding Requirement. If Seller is a "foreign person" as
10 defined at the Sale Agreement, and this transaction is not exempt from the Withholding Requirement, Buyer and Seller agree to
11 execute and deliver any instrument, affidavit, statement, or instruction, reasonably requested by the Escrow, in order that it may
12 withhold and transmit the required funds, and to otherwise comply with applicable federal law.

13 3. Seller Is Not A Foreign Person. If Seller declares that Seller is not a "foreign person" as defined at the Seller
14 Representation Section (FIRPTA Tax Withholding Requirement) of the Sale Agreement, but does not currently hold a taxpayer
15 identification number, social security number, or employer identification number, Seller agrees to cooperate with Buyer as follows:

16 a) By each Seller signing a Certificate of Non-Foreign Status ("Certificate") in a form compliant with current federal
17 regulations; and

18 b) By providing a true copy of the completed Certificate signed by each Seller, to Buyer or Buyer's Agent within _____
19 business days (three [3] if not filled in) after the date Seller and Buyer have signed and accepted this Agreement ("the Certification
20 Period"); and

21 c) Thereafter delivering the original Certificate to Escrow not less than 7 business days (seven [7] if not filled in) before
22 the Closing Date ("the Delivery Period").

23 In the event Seller fails for any reason to deliver a true copy of the Certificate to Buyer or Buyer's Agent within the
24 Certification Period, Buyer shall have the right within 2 business days (two [2] if not filled in) after expiration of the
25 Certification Period, to give written notice to Seller or Seller's Agent, terminating this transaction, and obtain a refund of all
26 Deposits paid to Escrow.

27 In the event Seller fails for any reason to deliver the original Certificate to Escrow before the end of the Delivery Period,
28 Buyer shall have the right to give written notice to Seller or Seller's Agent, terminating this transaction, and obtain a
29 refund of all Deposits paid to Escrow.

30 4. Retention of Certificate. If Seller has timely delivered a true copy of the Certificate to Buyer or Buyer's Agent, and
31 delivered the original thereof to Escrow, as required above, the original Certificate shall be either:

32 a) Retained by Escrow, acting as a Qualified Substitute as defined by law, if permitted by its company policy; or

33 b) Delivered by Escrow to Buyer, or Buyer's designee, to be retained for at least five (5) years following the Closing Date.

34 5. Seller and Buyer Acknowledgments. (a) Seller acknowledges that the Certificate requires Seller to disclose their
35 taxpayer identification number, social security number, or employer identification number (collectively "Number"), whichever is
36 applicable; (b) Buyer acknowledges that the Number is absolutely confidential, and warrants that Buyer will not disclose it to any
37 third parties, excepting only to Buyer's tax preparer, if necessary, and if required under subpoena or court order; and (c) Seller and
38 Buyer understand that their Agents are not experts in the FIRPTA law, and are encouraged to consult with their own legal or tax
39 counsel well in advance of Closing, regarding their rights, duties, liabilities, and obligations under said law.

40 Buyer Signature _____ Date _____, _____ a.m. _____ p.m. ←

Joseph A Buyer

41 Buyer Signature _____ Date _____, _____ a.m. _____ p.m. ←

42 Seller Signature _____ Date _____, _____ a.m. _____ p.m. ←

Ben M Ruth

43 Seller Signature _____ Date _____, _____ a.m. _____ p.m. ←

44 Seller's Agent Patti Mitchell Seller's Agent's Firm Summa - Pacific Cascade Realty

45 Buyer's Agent Patti Mitchell Buyer's Agent's Firm Summa Pacific Cascade Realty

This form has been licensed for use solely by Patti Mitchell pursuant to a Forms License Agreement with Oregon Real Estate Forms, LLC.

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE AND DATE

Copyright Oregon Real Estate Forms, LLC 2017 www.orefonline.com

No portion may be reproduced without express permission of Oregon Real Estate Forms, LLC

OREF 093