

Commercial One-Party Listing Agreement

EXCLUSIVE AGENCY. This is an Exclusive Agency, one party listing agreement (herein "Commission Agreement") between _____ (herein "Seller") and _____ with Keller Williams Realty Portland Premiere (herein "KWPP") for the Property located at _____ to _____ (herein "Buyer").

AGENCY. Seller has received and read a copy of the Initial Agency Disclosure Pamphlet. Oregon Law allows a single real estate agent to act as a disclosed limited agent to represent both the seller and buyer in the same real estate transaction, or multiple buyers who want to purchase the same property. In consideration of the information contained on the Initial Agency Acknowledgement Pamphlet, KWPP shall represent the following party or parties:

Buyer Seller Both Buyer and Seller

LIST PRICE. The List Price (herein "List Price") for the property shall be \$_____. However, Seller and KWPP recognize there are other terms known or unknown to Seller and KWPP that may affect Seller's willingness to enter a contract to sell the Property to Buyer.

TERM AND CANCELLATION. This Commission Agreement is effective when fully signed by all Seller and KWPP and shall terminate at 5:00 p.m. on _____ (herein "Expiration Date"). This Commission Agreement shall not be cancelled at any time by Seller prior to the Expiration Date.

COMPENSATION. Should Seller enter a contract to sell the Property to Buyer prior to the Expiration Date or any extension thereof, Seller shall pay KWPP upon the close of escrow an amount equal to _____% of the selling price, or option exercise price of the Property, or a flat fee in the amount of \$_____. (herein "Brokerage Fee"). This Brokerage Fee shall be payable if Buyer, during the term of this Commission Agreement or any extension thereof, or within _____ calendar days after the Expiration Date, enter into an agreement to acquire an interest in the Property. This Commission shall be paid directly to Keller Williams Realty Portland Premiere.

DISCLOSURE/ACKNOWLEDGEMENT. Seller understands KWPP is qualified to advise on matters concerning real estate, but is not an expert of law, tax, financing, surveying, land use, title, structural conditions, hazardous materials, environmental risk, or engineering. Seller acknowledges Seller has been advised by KWPP to seek expert assistance for advice in such matters. In the event KWPP provides names or sources for such advice or assistance, Seller understands and acknowledges KWPP does not warrant the services or such experts or their products and cannot warrant the condition of the Property.

KWPP shall not investigate the status of permits, zoning, location of property lines, and/or code compliance and KWPP does not guarantee the accuracy of square footage of any structures, or any other representations made by the Property Seller.

KWPP shall not be responsible for personal injuries sustained by anyone on or at the Property, at any time. KWPP shall not be responsible for any representation or investigation of square footage, room dimensions, unknown latent defects, lot size, zoning, variations or use restrictions.

Seller understands there is a possibility Buyer or their representatives may not treat the existence, terms, or conditions of Buyer's offer(s) as confidential as required by law or regulation or as specifically agreed upon in a written agreement.

DISPUTE RESOLUTION. Seller agrees to indemnify and hold KWPP harmless from all claims, disputes, litigation, judgments, and costs (including reasonable attorney's fees) arising from any incorrect information or misrepresentation supplied Seller or from any material facts, including latent defects, that are known to you that you fail to disclose. We agree to work together to try to resolve any controversy or claim between us regarding to this Agreement, its interpretation, enforcement, or breach.

Seller and KWPP agree that all disputes and claims of any kind between KWPP and Seller related to or arising from the Commission Agreement that cannot be resolved through formal or informal mediation shall be submitted to final and binding arbitration under the rules of the Arbitration Service of Portland. The prevailing party in any arbitration shall, at the discretion of the arbitrator, be entitled to recovery of all costs, disbursements and attorney fees as allowed by law. By consenting to this provision Seller and KWPP are agreeing disputes arising under this Commission Agreement shall be heard and decided by one or more neutral arbitrators and Seller and KWPP are giving up the right to have the dispute tried by a judge and jury. The right to appeal an arbitrated decision is limited under Oregon law.

AMMENDMENTS. Any amendment or extension to this Commission Agreement shall be done in writing and must be signed by KWPP and Seller to be enforceable.

By signing this Agreement below, Seller acknowledges acceptances of its terms and receipt of an executed copy.

Accepted and agreed as of this _____ day of _____, 2022.

SELLER:

By: _____

Print Name: _____

Title: _____

Phone: _____

Email: _____

By: _____

Print Name: _____

Title: _____

Phone: _____

Email: _____

Keller Williams Realty Portland Premiere

By: _____

(Managing Principal Broker Signature)

Print Name: _____

By: _____

(Sellers Agent Signature)

Print Name: _____

Title Company

By: _____

Print Name: _____