



Sale Agreement # _____

9.5 BUYER NON-AGENCY AGREEMENT

1 **1. Property Address (if property has been identified):** _____

2 **2. Parties to this Agreement.**

3 **Buyer:** _____

Seller's Agent: _____

4 **Buyer:** _____

Seller's Agent's Firm _____

5 **Buyer:** _____

Seller's Agent and Firm collectively referred to as "Agent"

6 **Buyer:** _____

7 **3. Use of this Form.** This form is to be used when Buyer is unrepresented and, in order to facilitate the transaction on behalf of Seller,
8 Seller's agent must communicate with and provide forms to the Buyer directly.

9 **4. No Agency Relationship.** Buyer has received, read and understands the Oregon Real Estate Agency Disclosure Pamphlet. BUYER
10 AND BROKER AGREE THAT BROKER SHALL NOT BE BUYER'S AGENT OR ACT ON BUYER'S BEHALF IN ANY TRANSACTION INVOLVING THE
11 PROPERTY. Buyer understands and agrees that Broker will represent only the Seller in any transaction involving the Property. Buyer
12 agrees to seek whatever advice or representation Buyer may need or desire during negotiation or performance of any contract of sale
13 from an expert or experts of Buyer's choice. Buyer understands that as the Seller's agent, Broker, although bound to deal with all
14 parties honestly and in good faith, will act exclusively in the best interests of the Seller. Buyer understands that while Broker may assist
15 Buyer in the preparation of documents and exert efforts to assist both Seller and Buyer in the culmination of the transaction, Broker
16 is doing so for the exclusive benefit the Seller. Buyer understands that Broker is duty bound to disclose to the Seller all material
17 information coming into Broker's possession regardless of source.

18 **5. Other Terms and Conditions.** Buyer agrees that in any future proceeding related to the rights or obligations of any Party to this
19 agreement or to the above referenced Sale Agreement, Buyer will not claim that Broker was Buyer's agent or that Broker owed any
20 duties to Buyer other than those that Broker owes to all parties in a transaction because of Broker's representation of Seller.

21 **6. Indemnity.** Buyer shall protect, defend, indemnify, and hold harmless Broker and their respective assigns and employees from and
22 against:

- 23 (i) any damages that result to Buyer relating to the above referenced transaction other than for those caused by Broker's failure
24 to comply with duties owed to all parties in a transaction as a result of Broker's representation of Seller (see ORS 696.805(2));
- 25 (ii) all losses, costs, liabilities, claims, damages, and expenses of every character and kind, as incurred, relating to or arising out
26 of inaccuracy, nonfulfillment or breach of any representation, warranty, covenant or agreement made by Buyer in the Sale
27 Agreement;
- 28 (iii) any legal action including any counterclaim based on facts that, if true, would constitute a breach of any representation,
29 warranty, covenant or agreement made by Buyer in the Sale Agreement; or
- 30 (iv) relating to or arising out of any act or omission of Buyer prior to the Closing Date.

31 If Buyer brings a claim against Broker claiming that Broker was Buyer's agent or that Broker owed duties to Buyer beyond those owed
32 by a Seller's agent to all parties in a transaction, Buyer agrees to reimburse Broker for all of Broker's costs incurred in defending the
33 claim.

34 **7. Entire Agreement.** This Agreement constitutes the entire and exclusive agreement of the parties and supersedes all prior
35 discussions, negotiations and agreements between the Parties. This Agreement may be modified or amended only in writing signed
36 by all Parties.

37 **8. Contact Information.** Provide all contact information below (Check preferred contact method).

38 Buyer Phone: _____ Email: _____

39 Buyer Phone: _____ Email: _____

40 Buyer Phone: _____ Email: _____

41 Buyer Phone: _____ Email: _____

42 Broker Phone: _____ Email: _____

43 **9. Signatures**

44 Buyer: _____ Date: _____

45 Buyer: _____ Date: _____

46 Buyer: _____ Date: _____

47 Buyer: _____ Date: _____

48 Broker's Signature: _____ Date: _____