



Sale Agreement # \_\_\_\_\_

### 9.6 SELLER NON-AGENCY AND FEE AGREEMENT

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

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

3 **Seller:** \_\_\_\_\_

**Buyer's Agent:** \_\_\_\_\_

4 **Seller:** \_\_\_\_\_

**Buyer's Agent's Firm** \_\_\_\_\_

5 **Seller:** \_\_\_\_\_

*Buyer's Agent and Firm collectively referred to as "Agent"*

6 **Seller:** \_\_\_\_\_

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

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

18 **5.  Compensation.** By checking this box, parties agree that at the time of Closing Seller is paying Broker's compensation or  
19 commission out of proceeds from the transaction through escrow in an amount equal to (check one):

20  \_\_\_\_\_ % of the sales price; or  \$ \_\_\_\_\_ if Seller accepts an offer from \_\_\_\_\_ [Buyer]  
21 during the period beginning on \_\_\_\_\_ [Date] and ending \_\_\_\_\_ [Date] (Compensation Period). Broker shall have an  
22 exclusive right to a commission if the above named Buyer or any person or entity related to Buyer purchases or otherwise acquires  
23 the Property during the Compensation Period.

24 **6. Compliance with Laws.** Seller agrees to comply with all applicable federal, state and local laws and regulations regarding the sale  
25 of the Property including but not limited to those described in the applicable Purchase and Sale Agreement. These laws include, among  
26 others, the requirement that Seller provide Buyer with **Form 3.1 Seller's Property Disclosure Statement**, unless the Seller or Property  
27 is exempt; if construction on the home began prior to 1978, disclosing to Buyer any known information concerning the presence of  
28 Lead Hazards and providing Buyer with **Form 2.6** and **Form 10.3** in order to comply with all lead-based hazard disclosure laws. Seller  
29 will also comply with Federal, state and local anti-discrimination laws.

30 **7. Other Terms and Conditions.** Seller agrees that Seller shall not market or accept other offers on the Property after Mutual  
31 Acceptance of an offer by Buyer unless the Parties executed a **Form 2.10 Contingent Right to Purchase**, in which case, Seller shall  
32 make it apparent in any advertising to potential buyers that the Property remains "Active, subject to Buyer's Contingent Right to  
33 Purchase" or a substantially similar term.

34 Seller agrees that in any future proceeding related to the rights or obligations of any Party to this Agreement or to the above referenced  
35 Sale Agreement, Seller will not claim that Broker was Seller's agent or that Broker owed any duties to Seller other than those that  
36 Broker owes to all Parties in a transaction as a result of Broker's representation of Buyer.

37 **8. Indemnity.** Seller shall protect, defend, indemnify, and hold harmless Broker and their respective assigns and employees from and  
38 against:

- 39 (i) Any damages that result to Broker relating to the above referenced transaction other than for those caused by Broker's failure  
40 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));
- 41 (ii) All losses, costs, liabilities, claims, damages, and expenses of every character and kind, as incurred, relating to or arising out  
42 of inaccuracy, nonfulfillment or breach of any representation, warranty, covenant or agreement made by Seller in the Sale  
43 Agreement;
- 44 (iii) Any legal action including any counterclaim based on facts that, if true, would constitute a breach of any representation,  
45 warranty, covenant or agreement made by Seller in the Sale Agreement; or

**Buyer Initials** \_\_\_\_\_

**Seller Initials** \_\_\_\_\_

46 (iv) Relating to or arising out of any act or omission of Seller prior to the Closing Date.

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

50 **9. Entire Agreement.** This Agreement constitutes the entire and exclusive agreement of the Parties and supersedes all prior  
51 discussions, negotiations and agreements between the Parties. This Agreement may be modified or amended only in writing signed  
52 by all Parties.

53 **10. Contact Information.** Provide all contact information below (Check preferred contact method):

54	Seller <input type="checkbox"/> Phone: _____	<input type="checkbox"/> Email: _____
55	Seller <input type="checkbox"/> Phone: _____	<input type="checkbox"/> Email: _____
56	Seller <input type="checkbox"/> Phone: _____	<input type="checkbox"/> Email: _____
57	Seller <input type="checkbox"/> Phone: _____	<input type="checkbox"/> Email: _____
58		
59	Broker <input type="checkbox"/> Phone: _____	<input type="checkbox"/> Email: _____

60 **11. Signatures**

61	Seller: _____	Date: _____
62	Seller: _____	Date: _____
63	Seller: _____	Date: _____
64	Seller: _____	Date: _____
65		
66	Broker's Signature: _____	Date: _____

