

EXHIBIT 1 Sample language for educational purposes only  
Non-Agency Compensation Agreement

Seller \_\_\_\_\_, and  
Broker \_\_\_\_\_, agree as follows with regard to Seller's real  
property (the Property) located in the City of \_\_\_\_\_, County of  
\_\_\_\_\_, Oregon commonly known or identified as (insert street address, city, zip code, tax  
identification, and/or lot-block description, etc.) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_:

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

**2. Compensation.** At the time of closing, Seller agrees to pay Broker a commission through escrow of, (check one)  \_\_\_\_\_ percent of the sales price or  \$ \_\_\_\_\_ if Seller accepts an offer from \_\_\_\_\_ (Buyer) during the period beginning on (date) \_\_\_\_\_ and ending (date) \_\_\_\_\_ (Compensation Period). Broker shall have an exclusive right to a commission if the above named Buyer or any person or entity related to Buyer purchases or otherwise acquires the Property during the Compensation Period.

**3. Compliance with Laws.** Seller agrees to comply with all applicable Federal, state and local laws and regulations regarding the sale of the property. In particular, if the sale involves residential property and Seller is not otherwise exempt, Seller will provide Buyer with a Property Disclosure Statement as required by law. Seller specifically agrees to comply with Federal, state and local anti-discrimination laws.

**4. Other Terms and Conditions:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**5. Entire Agreement.** This agreement constitutes the entire and exclusive agreement of the parties and supercedes all prior discussions, negotiations and agreements between the parties. This agreement may be modified or amended only in writing signed by all parties.

Seller \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_  
Zip \_\_\_\_\_ Zip \_\_\_\_\_

Broker \_\_\_\_\_ Date \_\_\_\_\_  
Firm \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

