EXCLUSIVE BUYER SERVICE AGREEMENT, Page 1 of 2

1. DUTIES OF BROKER: Broker shall use best efforts to locate and bring to Buyer's attention Property of Interest as identified in Section 5 below. When instructed by Buyer, Broker will help prepare and present offers on behalf of Buyer and negotiate for acceptance of such offers in accordance with Buyer's instructions. Broker's authority shall be limited to performing the services described in this Agreement. Buyer understands that Broker shall not be expected to render specialized professional services to Buyer such as detailed property inspection, land use or title analysis, tax advice, environmental risk evaluation or legal services. Buyer shall be expected to engage and pay for such professional services separately. Unless agreed otherwise in writing, Broker shall not execute any contracts on behalf of Buyer. Buyer understands that Broker's duty in identifying Property of Interest is limited to those offered through the local multiple listing service(s). Broker may, at Broker's discretion, or upon Buyer's request, identify other Property of Interest.

2. BUYER NOTIFICATION: Pursuant to the National Association of REALTORS® Code of Ethics, Broker advises Buyer of the following: (a) Unless Broker and Buyer agree otherwise, it is Broker's policy to cooperate with other REALTORS® in the showing of properties and the sharing of compensation; (b) The amount of compensation due Broker will be disclosed in this Agreement; (c) Occasionally, a transaction may include additional or offsetting compensation from other brokers, the seller or other parties. If such a situation presents itself, Broker will promptly discuss the matter with Buyer; (d) There is a possibility that sellers or their representatives may not treat the existence, terms, or conditions of Buyer's offers as confidential unless confidentiality is required by law or regulation, or is specifically agreed upon in a written agreement.

3. AGREEMENT TO HIRE AND SERVE: Buyer hires Broker, and Broker agrees to assist Buyer in locating and acquiring Property of Interest. Buyer agrees to work exclusively with Broker and, upon successful sale as defined below, shall pay Broker as follows: (check one):

- a commission equal to ________% of the total purchase price, set forth in the Real Estate Sale Agreement, reduced by any commission received by Broker from the Seller or Seller's Broker;
- a flat rate commission of $____________, reduced by any commission received by Broker from the Seller or Seller's Broker; or
- _____________________________________________.

Broker will not require payment by Buyer of an advance non-refundable retainer fee. If so, the non-refundable fee will be $____________________ (zero (0) if not filled in). This non-refundable fee will be credited towards the commission earned, if any, by Broker under this Agreement.

Buyer understands that the agreed upon commission will be paid to Broker if Buyer acquires a Property of Interest through a tax-deferred exchange. If a Property of Interest is acquired through a lease with option to buy, the entire compensation shall be paid as follows (check one):

- when the lease and option are signed by all parties;
- one-half when the lease and option are signed by all parties and one-half when and if the option is exercised; or
- other (specify) ___________________________________________.

A successful sale shall be deemed to have occurred if, during the term of this Agreement, Buyer acquires title to any Property of Interest described in Section 5 below. A successful sale shall also be deemed to have occurred if, within _____ calendar days (one hundred eighty (180) if not filled in) after the term of this Agreement, Buyer acquires title to any Property of Interest for which Broker assisted Buyer in making any written offer, engaged in face-to-face negotiations with the Seller on Buyer's behalf, or acted as the procuring cause, during the term of this Agreement. This Agreement establishes an exclusive right to represent Buyer. This Agreement may result in Buyer owing a commission even though Buyer acquires property through Buyer's own efforts or through another broker.

Buyer represents that: (1) Buyer intends to acquire title solely in Buyer's name; (2) Unless otherwise disclosed in writing, Buyer will not be relying upon any contingent source of funds to purchase a Property of Interest, excepting only through an institutional lender or seller-carried financing; (3) Buyer will cooperate with Broker in the timely review and evaluation of any Property of Interest identified by Broker; (4) Buyer will timely notify Broker if Buyer desires to add to, change or otherwise modify the Property of Interest information contained in Section 5, below.

4. TERM OF AGREEMENT: The term of this Agreement shall begin on ____________________, ______ and end at 5:00 p.m. on ____________________, ______.

5. PROPERTY OF INTEREST (DESIRED LOCATION AND TERMS): Buyer seeks to acquire the following type(s) of real property:

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Buyer Initials _____/_____ Date_______

LINES WITH THIS SYMBOL ☐ REQUIRE A SIGNATURE AND DATE

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☐ residential ☐ income ☐ commercial ☐ industrial ☐ vacant land ☐ other _______  

Special features: _____________________________________________________________  

Located in the general vicinity of ______________________________________________  

Approximate purchase price between $ ___________ and $ ___________ or such other purchase price to which Buyer shall agree.  

Financing terms (check as many as appropriate): ☐ cash ☐ lender ☐ owner-carried financing ☐ exchange ☐ other (specify) _____________________________________________________________  

6. REPRESENTATION OF OTHER CLIENTS: Broker offers services to the public, including other sellers and buyers. Buyer acknowledges that a situation may arise in which Broker may represent other buyers who may also be interested in purchasing a Property of Interest and that Broker, or other agents in Broker’s company may represent sellers whose property may qualify as a Property of Interest. Buyer hereby authorizes Broker to represent other such buyers and sellers as more fully explained in Buyer’s Disclosed Limited Agency Agreement, which Buyer has read and approved.  

7. DISPUTE RESOLUTION: All disputes or claims of any kind between Broker and Buyer related to or arising from this 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 American Arbitration Association or such other arbitration service as the parties shall mutually agree. 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. Notwithstanding the preceding, in the event that Buyer enters into a Real Estate Sale Agreement for the purchase of a Property of Interest, the dispute resolution provisions contained therein, shall supercede and replace this Section 7. By consenting to this provision Buyer is agreeing that disputes arising under this Agreement shall be heard and decided by one or more neutral arbitrators and Buyer is giving up the right to have the matter tried by a judge and jury. The right to appeal an arbitration decision is limited under Oregon law.  

8. ENTIRE AGREEMENT: The terms of this Agreement are the complete and final expression of the entire agreement between Buyer and Broker and cannot be altered, amended, modified or changed except in writing signed by both Buyer and Broker.  

9. CONFIDENTIAL INFORMATION: ________________________________________________  

10. ADDITIONAL PROVISIONS: ____________________________________________________  

BUYER AND BROKER ACKNOWLEDGEMENT  

Buyer ___________________________ ← Printed Name ___________________________ Date ___________ ←  

Buyer ___________________________ ← Printed Name ___________________________ Date ___________ ←  

Address _______________________________________________ Zip ___________  

Buyer’s Phone Number ___________________________ Buyer’s Fax Number ___________________________  

Broker ___________________________ ← Firm ___________________________ Date ___________ ←  

Firm Address _______________________________________________ Phone ___________ FAX ___________  

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Principal Broker’s Initials ___________________________  

Date ___________  

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LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE AND DATE