

## **OREGON REALTORS® FORMS END USER LICENSE AGREEMENT**

### **1. NOTICE TO USER**

THIS FORMS END USER LICENSE AGREEMENT ("AGREEMENT") IS A LEGAL AGREEMENT BETWEEN YOU ("USER") AND THE OREGON REALTORS® ("OR") SETTING FORTH THE TERMS AND CONDITIONS OF USER'S AUTHORIZED USE OF THE OREGON REALTORS FORMS ("FORMS"). IN ADDITION TO THE TERMS OF THIS AGREEMENT, AT ALL TIMES WHILE USING OREGON REALTORS® FORMS USER IS ALSO BOUND BY ALL TERMS AND CONDITIONS OF MEMBERSHIP IN THE NATIONAL ASSOCIATION OF REALTORS®, OREGON REALTORS® AND THE USER'S LOCAL ASSOCIATION OF REALTORS® INCLUDING BUT NOT LIMITED TO ALL BYLAWS, POLICIES AND CODES OF CONDUCT OF THOSE ASSOCIATIONS, AND THE NAR CODE OF ETHICS.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT USE, DOWNLOAD, PRINT OR SHARE THE FORMS IN ANY FASHION. VIOLATIONS OF THIS AGREEMENT WILL RESULT IN REVOCATION OF USER'S ACCESS TO AND RIGHT TO USE THE FORMS AND COULD ALSO CONSTITUTE VIOLATIONS OF ASSOCIATION MEMBERSHIP DUTIES.

### **2. APPROVED USES**

FORMS ARE FOR USE BY OREGON REALTORS® MEMBERS TO FACILITATE REAL ESTATE TRANSACTIONS ON BEHALF OF THEIR CLIENTS AND FOR EDUCATION AND TRAINING TO ACCOMPLISH THE SAME. ALL OREGON REALTORS® MEMBERS IN GOOD STANDING ARE APPROVED TO USE THE FORMS FOR THESE PURPOSES AND NO OTHER PURPOSES. WHEN FACILITATING A REAL ESTATE TRANSACTION ON BEHALF OF USER'S CLIENT, USER MAY PROVIDE OREGON REALTORS® FORMS TO AN UNREPRESENTED SELLER OR BUYER OR TO A REAL ESTATE LICENSEE ON THE OPPOSITE SIDE OF THE TRANSACTION WHO IS NOT AN OREGON REALTOR®. USER MAY NOT PROVIDE OREGON REALTORS® FORMS TO NON-OREGON REALTORS® MEMBERS FOR ANY OTHER PURPOSE.

### **3. APPROVED USERS**

THE AUTHORITY TO USE FORMS AS OUTLINED IN THIS AGREEMENT IS ONLY FOR USER .IT MAY NOT BE TRANSFERRED TO ANYONE WITHOUT THE PRIOR WRITTEN CONSENT OF OREGON REALTORS®. NEITHER THIS AGREEMENT NOR ANY PART OR PORTION OF IT SHALL BE ASSIGNED, SUBLICENSED OR OTHERWISE TRANSFERRED BY USER. NOTWITHSTANDING THE ABOVE, NOTHING IN THIS AGREEMENT PROHIBITS COMPLIANCE, ADMINISTRATIVE, SUPPORT OR INFORMATION TECHNOLOGY ASSISTANTS ("SUPPORT STAFF") TO ASSIST THE USER, INCLUDING ACCESSING THE OREGON REALTORS® FORMS IN THE NAME OF THE USER, PROVIDED THAT SUCH USE IS LIMITED TO TRANSACTIONS IN WHICH THE USER IS INVOLVED AS A REAL ESTATE PROFESSIONAL.

### **4. TRAINING**

PRIOR TO USING OREGON REALTORS® FORMS USER WILL AVAIL THEMSELVES OF OREGON REALTORS® FORMS TRAINING OPPORTUNITIES AVAILABLE AT [WWW.ORFORMS.ORG](http://WWW.ORFORMS.ORG). USER WILL NOT USE OREGON REALTORS® FORMS IF EITHER (I) USER HAS NOT ENGAGED IN OREGON REALTORS® FORMS TRAINING OR (II) USER DOES NOT FEEL CONFIDENT IN USING OREGON REALTORS® FORMS. IF USER HAS QUESTIONS ABOUT USING OREGON REALTORS® FORMS THAT ARE NOT ANSWERED THROUGH OREGON REALTORS® FORMS TRAINING, USER WILL CONSULT WITH USER'S PRINCIPAL BROKER AND IF ADDITIONAL ASSISTANCE IS NEEDED, WILL CONTACT OREGON REALTORS® THROUGH THE OREGON REALTORS® FORMS OR LEGAL HOTLINE.

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### **5. EXPIRATION OF RIGHTS**

IF USER CEASES TO BE A MEMBER IN GOOD STANDING OF OREGON REALTORS®, USER SHALL IMMEDIATELY CEASE FROM USING, DOWNLOADING, PRINTING, OR SHARING OREGON REALTORS® FORMS FOR ANY PURPOSE.

UPON PUBLICATION OF UPDATED OREGON REALTORS® FORMS USER WILL IMMEDIATELY CEASE FROM USING ANY PREVIOUS VERSION OF OREGON REALTORS® FORMS FOR ANY PURPOSE OTHER THAN COMPLETING A TRANSACTION THAT HAD ALREADY COMMENCED USING THE PREVIOUS VERSION OF THE FORMS.

### **6. COPYRIGHT**

A. OREGON REALTORS® RETAINS SOLE TITLE TO, COPYRIGHT IN, FULL OWNERSHIP, AND OTHER INTELLECTUAL PROPERTY RIGHTS OF THE FORMS AND ALL PARTS AND SUBSEQUENT COPIES THEREOF, REGARDLESS OF THE MEDIA OR FORM IN OR ON WHICH THE ORIGINAL AND OTHER COPIES MAY EXIST. OREGON REALTORS® RESERVES ALL RIGHTS NOT EXPRESSLY GRANTED HEREIN. OREGON REALTORS® SHALL BE DEEMED TO BE THE EXCLUSIVE OWNER OF THE FORMS AND OF ALL RIGHTS THEREON, WHETHER OR NOT ANY PORTION THEREOF IS OR MAY BE VALIDLY COPYRIGHTED OR SIMILARLY PROTECTED. THE APPROVED USE GRANTED HEREIN DOES NOT CONSTITUTE A SALE OF THE COPYRIGHT TO THE FORMS, NOR DOES OREGON REALTORS® GIVE USER ANY OWNERSHIP INTEREST IN THE FORMS.

B. THE FORMS ARE COPYRIGHTED AND OWNED BY OREGON REALTORS® AND ARE PROTECTED BY UNITED STATES COPYRIGHT LAWS. UNAUTHORIZED COPYING IS EXPRESSLY PROHIBITED. YOU MAY BE HELD LEGALLY RESPONSIBLE FOR ANY COPYRIGHT INFRINGEMENT THAT IS CAUSED OR ENCOURAGED BY YOUR FAILURE TO ABIDE BY THE TERMS OF THIS AGREEMENT. NEITHER THE FORMS NOR ANY PORTION THEREOF MAY BE AMENDED, REVERSE ENGINEERED, USED TO CREATE DERIVATIVE WORKS, MODIFIED, COPIED, DE-COMPILED, DISASSEMBLED, REPRINTED, DUPLICATED, ADAPTED, ALTERED OR RECREATED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF OR.

C. EXCEPT AS OTHERWISE PROVIDED HEREIN, USER IS EXPRESSLY PROHIBITED FROM SHARING, DISTRIBUTING, SELLING OR DISSEMINATING THE FORMS OR ANY REPRODUCTION THEREOF, IN ANY MEDIUM WHATSOEVER, WITH ANY OTHER PERSON OR ENTITY. UNDER NO CIRCUMSTANCES SHALL USER BE PERMITTED OR AUTHORIZED TO ALTER ANY PREPRINTED MATTER CONTAINED IN ANY FORM AND USER MAY NOT REMOVE, ALTER OR MODIFY THE OR SEAL, LOGO, TRADEMARK, WATERMARK, FORM NUMBER OR COPYRIGHT INFORMATION FROM THE FORM.

### **7. USE OF COMPANY LOGO OR BRANDING**

USER IS GRANTED THE RIGHT TO PLACE USER'S COMPANY LOGO OR OTHER COMPANY BRANDING ON OREGON REALTORS® FORMS IN THE PLACE DESIGNATED BY THE FORMS TECHNOLOGY VENDOR THROUGH WHICH USER IS ACCESSING THE FORMS, SO LONG AS SUCH PLACEMENT IS APPROVED BY USER'S COMPANY, DOES NOT ALTER THE PREPRINTED CONTENT OF THE OREGON REALTORS® FORM, AND DOES NOT VIOLATE OREGON REAL ESTATE LICENSING LAW OR THE REALTOR® CODE OF ETHICS.

### **8. MEMBER BENEFIT SOFTWARE ACCOUNTS**

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MEMBER BENEFIT ACCOUNTS ARE USER ACCOUNTS WITH SOFTWARE VENDORS THAT HOST THE OREGON REALTORS® FORMS AND THAT ARE PAID FOR BY OREGON REALTORS®. MEMBER BENEFIT ACCOUNTS ARE PROVIDED TO ENSURE THAT EVERY OREGON REALTOR HAS ACCESS TO THE OREGON REALTORS FORMS. USER AGREES THAT IF USER ALREADY HAS ACCESS TO THE OREGON REALTORS® FORMS (FOR EXAMPLE THROUGH A CURRENT, ACTIVE SUBSCRIPTION TO A VENDOR THAT ALREADY HOSTS THE OREGON REALTORS® FORMS) USER WILL NOT SIGN-UP FOR AN OREGON REALTORS® MEMBER BENEFIT ACCOUNT. USER WILL NOT SIGN UP FOR MULTIPLE MEMBER BENEFIT ACCOUNTS. NOTHING IN THIS AGREEMENT PREVENTS USER FROM SIGNING-UP FOR A MEMBER BENEFIT ACCOUNT UPON EXPIRATION OF USER'S SUBSCRIPTION WITH A VENDOR THAT HOSTS THE OREGON REALTORS® FORMS (FOR EXAMPLE, USER MAY TAKE ADVANTAGE OF A MEMBER BENEFIT ACCOUNT RATHER THAN RENEWING AN EXISTING PAID SUBSCRIPTION WITH A VENDOR THAT PROVIDES ACCESS TO THE OREGON REALTORS® FORMS).

### **9. WARRANTY DISCLAIMERS AND LIMITED WARRANTY AGREEMENT:**

A. THE FORMS ARE PROVIDED "AS IS," WITHOUT ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND, ESPECIALLY DISCLAIMING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. OREGON REALTORS® DOES NOT WARRANT OR GUARANTEE THAT THE FORMS OR ANY PORTIONS THEREOF WILL MEET USER'S REQUIREMENTS, ARE ERROR-FREE, LACK VIRUSES OR WILL ALWAYS COMPLY WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL LAWS. USER ASSUMES FULL RESPONSIBILITY FOR THE PROPER USE OF THE FORMS.

B. NEITHER OREGON REALTORS® NOR ANY OF ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, SUCCESSORS OR ASSIGNS SHALL HAVE ANY LIABILITY TO THE AUTHORIZED USER OR ANY OTHER PERSON FOR ANY CLAIM, LOSS OR DAMAGE OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THE DEFICIENCY OR INADEQUACY OF THE FORMS FOR ANY PURPOSE, WHETHER OR NOT KNOWN OR DISCLOSED TO OREGON REALTORS®.

C. THE FORMS ARE NOT A SUBSTITUTE FOR THE INDEPENDENT PROFESSIONAL JUDGMENT OF USER AS TO THE APPROPRIATENESS OF A FORM OR FORMS IN DIFFERENT SITUATIONS. THE FORMS DO NOT CONSTITUTE LEGAL OR REAL ESTATE ADVICE AND SHOULD BE REVIEWED IN FULL AND IN ADVANCE BY USER'S LEGAL COUNSEL OR THE LEGAL COUNSEL OF THE PARTIES IN A REAL ESTATE TRANSACTION IN WHICH THEY ARE USED AND PERMISSION FOR SUCH A REVIEW BY COUNSEL IS HEREBY GRANTED BY OREGON REALTORS®.

### **10. HOLD HARMLESS AND INDEMNIFICATION**

USER HEREBY AGREES TO INDEMNIFY AND HOLD OR HARMLESS FROM ANY AND ALL ALLEGED DAMAGES OR COSTS, INCLUDING ALL ALLEGED DAMAGES OR COSTS RELATING TO THIRD PARTIES, THAT RESULT FROM USER'S VIOLATION OF THIS AGREEMENT.

### **11. VIOLATIONS**

IN THE EVENT USER VIOLATES LICENSE AGREEMENT, USER SHALL BE SUBJECT TO ANY OR ALL OF THE FOLLOWING SANCTIONS AND PENALTIES:

(I) REVOCATION OF USER'S ACCESS TO AND RIGHT TO USE, DOWNLOAD, PRINT AND SHARE THE FORMS.

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(II) OREGON REALTORS® PURSUING ANY CLAIM OR CAUSE OF ACTION AGAINST THE USER, IN LAW OR IN EQUITY, ARISING OUT OF OR RELATING TO SUCH VIOLATION, PURSUANT TO THE DISPUTE RESOLUTION PROCEDURES BELOW.

(III) SANCTIONS AND PENALTIES APPLICABLE TO THE USER’S CONDUCT AUTHORIZED UNDER THE BYLAWS OF NAR, OREGON REALTORS® AND/OR THE USER’S LOCAL ASSOCIATION OF REALTORS® AND/OR THE NAR CODE OF ETHICS.

**12. DISPUTE RESOLUTION**

ANY DISPUTE OR CLAIM THAT ARISES OUT OF OR THAT RELATES TO THIS AGREEMENT, OR TO THE INTERPRETATION OR BREACH THEREOF, OR TO THE EXISTENCE, VALIDITY, OR SCOPE OF THIS AGREEMENT, SHALL BE EXCLUSIVELY RESOLVED IN ACCORDANCE WITH THE DISPUTE RESOLUTION PROVISIONS OF THIS SECTION, UNDER THE LAWS OF OREGON. IT WILL NOT BE CONSIDERED A WAIVER, RELEASE OR VIOLATION OF THIS PROVISION TO FILE A COURT ACTION TO PRESERVE A STATUTE OF LIMITATIONS.

ALL DISPUTES, INCLUDING DISPUTES ABOUT THE APPLICABILITY OF THIS PROVISION, SHALL BE SUBMITTED TO MEDIATION, AND IF UNRESOLVED THROUGH MEDIATION, TO BINDING ARBITRATION. MEDIATION SHALL TAKE PLACE THROUGH ARBITRATION SERVICES OF PORTLAND (ASP). ARBITRATION SHALL TAKE PLACE THROUGH ASP, ACCORDING TO THE THEN-EXISTING RULES OF ASP.

THE PREVAILING PARTY IN ANY DISPUTE RESOLUTION PROCEDURE (AS DETERMINED BY THE JUDGE, MEDIATOR OR ARBITRATOR, AS APPLICABLE) SHALL BE ENTITLED TO RECOVER ALL REASONABLE ATTORNEYS’ FEES, COSTS AND EXPENSES INCURRED AT TRIAL, ON APPEAL, AT MEDIATION AND AT ARBITRATION, UNLESS THE PREVAILING PARTY REFUSED TO PARTICIPATE IN MEDIATION, IN WHICH CASE THE PREVAILING PARTY SHALL NOT BE ENTITLED TO SUCH FEE, COST AND EXPENSE RECOVERY.

THE FOLLOWING MATTERS ARE EXCLUDED FROM THIS DISPUTE RESOLUTION PROVISION:

- (I) MATTERS THAT MUST BE EXCLUSIVELY RESOLVED UNDER THE CODE OF ETHICS AND PROFESSIONAL STANDARDS POLICIES OF THE NATIONAL ASSOCIATION OF REALTORS®; AND
- (II) CLAIMS ARISING UNDER UNITED STATES INTELLECTUAL PROPERTY LAWS

ALL PARTIES TO THIS AGREEMENT HAVE BEEN ADVISED TO CONSULT INDEPENDENT LEGAL COUNSEL TO UNDERSTAND THE PROVISIONS OF THIS AGREEMENT AND BY CONSENTING TO THIS AGREEMENT, HEREBY WAIVE THE STATUTORY AND CONSTITUTIONAL RIGHT TO BRING ISSUES AND CLAIMS RELATED TO THIS AGREEMENT TO A TRIAL BY JUDGE OR JURY, IN ANY STATE OR FEDERAL ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY.

**I HEREBY AGREE TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT**

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SIGNATURE

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