

A photograph of a row of colorful Dutch canal houses at dusk. The houses are multi-storied, with brick and light-colored facades. The windows are illuminated from within, and a street lamp is visible. The sky is a mix of blue and orange. The text "2021 OREF Form Changes" is overlaid in the center in a large, white, bold font.

# 2021 OREF Form Changes

Senate Bill 729

- 21 other geologic hazard zone? [ ]Yes [ ]No [ ]Unknown
- 22 \*F. Has any portion of the property been tested  
23 or treated for asbestos, formaldehyde, radon  
24 gas, lead-based paint, mold, fuel or chemical  
25 storage tanks, [or] contaminated soil or  
26 water **or the manufacture or disposal of**  
27 **illegal drugs?** [ ]Yes [ ]No [ ]Unknown
- 28 G. Are there any tanks or underground storage  
29 tanks (e.g., septic, chemical, fuel, etc.)  
30 on the property? [ ]Yes [ ]No [ ]Unknown
- 31 H. Has the property ever been used **or investigated**  
32 **by law enforcement for use** as an illegal  
33 drug manufacturing, [or] distribution **or**  
34 **disposal** site? [ ]Yes [ ]No [ ]Unknown
- 35 \*If yes, was a Certificate of Fitness issued? [ ]Yes [ ]No [ ]Unknown

## Senate Bill 458

2 Relating to land division for residential development; creating new provisions; and amending ORS  
3 93.277, 94.775 and 94.776.

4 **Be It Enacted by the People of the State of Oregon:**

5 **SECTION 1. Section 2 of this 2021 Act is added to and made a part of ORS 92.010 to 92.192.**

6 **SECTION 2. (1) Cities shall allow a division of land, by the partition or subdivision of a  
7 lot or parcel, on which the development of middle housing was allowed under ORS 197.758 (2)  
8 or (3), to divide the property into the same number of lots or parcels as there are dwelling  
9 units, notwithstanding:**

10 (a) Land use regulations or comprehensive plan provisions that require a minimum area  
11 of a lot or parcel or that require minimum property line setbacks; or

12 (b) Standards or procedures established by the city under ORS 92.044 or 92.046.

13 (2) Divisions of land under this section apply only to middle housing that:

14 (a) Was permitted on or after the effective date of this 2021 Act; and

15 (b) At the time of the application for the division:

16 (A) Had not yet been constructed;

17 (B) Is under construction; or

18 (C) Has been substantially completed for less than two years and has been occupied for  
19 less than 12 months.

## Senate Bill 2312

~~BE IT ENACTED BY THE PEOPLE OF THE STATE OF OREGON:~~

**SECTION 1.** ORS 92.017 is amended to read:

92.017. (1) A **lawfully created** lot or parcel [*lawfully created shall remain*] **remains** a discrete lot or parcel[,] unless the lot or parcel lines are vacated or the lot or parcel is further divided[,] as provided by law.

(2) A **lawfully created unit of land remains a lawfully established unit of land following a judgment of a circuit court that relocates a property line of the unit of land if the judgment:**

(a) **Resolves a boundary line dispute between two adverse parties, including claims brought under ORS 105.005, 105.605, 105.620 or 105.705;**

(b) **Adjudicates the parties' respective rights to title and possession of the property to the relocated property line;**

(c) **Includes a legal description of the relocated property line;**

(d) **Is a final judgment for which the time to appeal has expired without any party filing an appeal and that is not subject to further appeal or review;**

## Senate Bill 2534

2 Relating to removal of discriminatory restrictions in governing documents; and prescribing an ef-  
3 fective date.

4 **Be It Enacted by the People of the State of Oregon:**

5 **SECTION 1. Sections 2 and 3 of this 2021 Act are added to and made a part of ORS 94.550**  
6 **to 94.783.**

7 **SECTION 2. (1) On or before December 31, 2023, each homeowners association shall re-**  
8 **view each governing document currently binding on the planned community, the lots or the**  
9 **lot owners within the planned community and shall amend or restate each document as**  
10 **necessary to remove all restrictions against the use of the community or the lots by a person**  
11 **or group of persons because of race, color, religion, sex, sexual orientation, national origin,**  
12 **marital status, familial status, source of income, disability or the number of families sharing**  
13 **a dwelling unit within occupancy limits.**

14 **(2) Notwithstanding ORS 94.590 or 94.625 or any requirement of the declaration or bylaws,**  
15 **an amendment to the bylaws or declaration under this section is effective and may be re-**  
16 **corded without the vote of the owners or the board members if the amendment or restate-**  
17 **ment includes a certification signed by the president and secretary of the association that**  
18 **the amended or restated bylaws or declaration does not change that document except as**

## Senate Bill 2550

1 may list competing properties for sale without breaching any affirmative duty to the seller.

2 (5) Except as provided in subsection (3)(g) of this section, an affirmative duty may not be waived.

3 (6) Nothing in this section implies a duty to investigate matters that are outside the scope of  
4 the real estate licensee's expertise, including but not limited to investigation of the condition of  
5 property, the legal status of the title or the owner's past conformance with law, unless the licensee  
6 or the licensee's agent agrees in writing to investigate a matter.

7 (7)(a) **As used in this subsection, "source of income" has the meaning given that term**  
8 **in ORS 659A.421.**

9 (b) **Notwithstanding any other provision of this chapter, a seller's agent shall redact or**  
10 **withhold any communication, including photographs, provided by a buyer as necessary to**  
11 **help the seller avoid selecting a buyer based on the buyer's race, color, religion, sex, sexual**  
12 **orientation, national origin, marital status, familial status or source of income as prohibited**  
13 **by ORS 659A.421 and the Fair Housing Act (42 U.S.C. 3601 et seq.).**

14  

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Senate Bill 2806

# House Bill 2806

Sponsored by Representative SMITH DB; Representative LEIF (Pre-session filed.)

## SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure **as introduced**.

Prohibits person that transacts title insurance in this state from refusing to issue policy of title insurance or refusing to close or insure real property transaction solely because real property that is subject of transaction has been used for purpose of growing, producing, manufacturing or selling cannabis, or conducting other activities related to cannabis, if growing, production, manufacture, sale or other activities occurred in compliance with state laws relating to regulation of marijuana items.

Provides that violation of provisions of Act is unfair and deceptive practice in transaction of insurance. Requires Director of Department of Consumer and Business Services to adopt rules to prohibit violation and to provide for imposing civil penalty of not more than \$5,000 for violation.

Becomes operative on January 1, 2022.

Takes effect on 91st day following adjournment sine die.

# Sales Agreement

OREF 001





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

45 **2. FIXTURES/CONTROLS/KEYS:** All fixtures and essential related equipment (e.g. remote controls, smart home features, and all keys related  
46 to Property including mailbox, outbuilding(s), etc.) are to be left upon the Property. Fixtures shall include but not be limited to: built-in appliances;  
47 attached floor coverings; drapery rods and curtain rods; window and door screens; storm doors and windows; system fixtures (irrigation, plumbing,  
48 ventilating, cooling and heating); water heaters; attached electric light and bathroom fixtures; light bulbs; fluorescent lamps; window blinds;  
49 awnings; fences; all planted shrubs, plants and trees; EXCEPT: \_\_\_\_\_  
50 \_\_\_\_\_

51 **3. PERSONAL PROPERTY:** Only the following personal property, in "AS-IS" condition and at no stated value is included:  
52 \_\_\_\_\_  
53 \_\_\_\_\_  
54 \_\_\_\_\_

55 **FINANCING**

56 **4. BALANCE OF PURCHASE PRICE:** *(Select A or B)*  
57 Buyer represents, Buyer has liquid and available funds for the earnest money deposit and down payment, and if an all cash transaction, the full purchase  
58 price sufficient to close the transaction described herein and is not being used as investment money or funds for a business with any other obligations of other

278 Homeowner's Association?  Yes  No  Unknown

279 If yes, **OREF 024 Townhome/Planned Community/Homeowner's Association Addendum** will be attached to this Sale Agreement.

280 **18. ALARM SYSTEM:**  NONE  OWNED  LEASED  UNKNOWN. If leased, Buyer  will  will not assume the lease at Closing.

281 **19. SMOKE/CARBON MONOXIDE DETECTORS:** Within \_\_\_\_\_ business days (fifteen [15] if not filled in) after the date Buyer and Seller have  
282 signed and accepted this Agreement, **the dwelling will have one or more operating smoke alarms, smoke detectors, and carbon monoxide**  
283 **detectors installed as required by law. Refer to ORS 479.260 for smoke detectors and ORS 476.725 for carbon monoxide alarms.**

284 **20. SMART HOME FEATURES:** Does the property contain any "Smart Home" features?

285  Yes  No  Unknown. If Yes, Seller to identify all Smart Home features in writing within three business days of the date this Agreement is signed and  
286 accepted. In addition, Seller to provide necessary information for Buyer to access said Smart Home features at Closing, unless otherwise agreed in  
287 writing. Seller to transfer any interest, whether ownership or lease, in any "Smart Home" features, i.e. those designed to electronically control home systems.  
288 In addition, Seller shall provide passwords and/or other information to allow Buyer to control said features

289 "Smart home features" refers to appliances, lighting and/or electronic devices that can be controlled remotely by the owner, often via a mobile app. Smart  
290 home enabled devices can also operate in conjunction with other devices in the home and communicate information to other smart devices.

291 **21. WOODSTOVE/WOOD BURNING FIREPLACE INSERT:** Does the Property contain a woodstove or wood burning fireplace insert?

292  Yes  No

293 If yes, is the woodstove/wood burning fireplace insert certified?  Yes  No  Unknown. If "No" or "Unknown," Seller to provide Buyer with  
294 **OREF 046 Woodstove/Wood Burning Fireplace Insert Addendum.**

Buyer Initials \_\_\_\_/\_\_\_\_ Date \_\_\_\_

Seller Initials \_\_\_\_/\_\_\_\_ Date \_\_\_\_

312 **25. PRORATIONS:** Prorates for rents, current year's taxes, interest on assumed obligations, and other prepaid expenses attributable to the  
313 Property shall be as of: (check one)  the Closing Date;  date Buyer is entitled to possession

314 **26. EARNEST MONEY DEPOSIT(S) AND BUYER INSTRUCTIONS:** When this Sale Agreement is signed and accepted by Buyer and Seller, the following  
315 instructions shall apply to the handling of Buyer's earnest money deposit in the sum of \$ \_\_\_\_\_ ("the Deposit").

316 The Deposit shall be payable by wire transfer or check, and deposited within \_\_\_\_ (three [3] if not filled in) business days (the "Deposit Deadline") as follows  
317 (check all that apply):

- 318  Directly with Escrow;
- 319  Directly into Buyer's Agent's Firm's client trust account and remain there until disbursement at Closing; and/or
- 320  Directly into Buyer's Agent's Firm's client trust account and thereafter deposit with Escrow/Title Company prior to Closing;
- 321  As follows: \_\_\_\_\_

322 Upon deposit of earnest money in accordance with this Agreement, Buyer shall take no steps to withdraw or authorize withdrawal of said funds, except in  
323 accordance with the terms and conditions of this Agreement. In the event Buyer attempts or succeeds in any such withdrawal of the earnest money deposit, it  
324 shall be considered a breach of this Agreement and will result in a forfeit of the earnest money deposit and termination, at the option of the Seller, of the  
325 Buyer's right to purchase.

326 Caution: The Deposit, payable by whatever method selected by Buyer above, shall be placed with Escrow or Buyer's Agent's Firm's Client Trust account no  
327 later than 5:00 pm on the last day of the Deposit Deadline. The failure to do so may result in a breach of the Sale Agreement under Sections 27.2 and 27.3  
328 (Earnest Money refund to Buyer/Earnest Money payment to Seller) , below.

329 If an additional Deposit ("Additional Deposit") is to be paid, it shall be handled in accordance with the above-selected instructions, or



Sale Agreement #

## DEFINITIONS/INSTRUCTIONS

388

389 **32. DEFINITIONS/INSTRUCTIONS:** ~~Buyer and Seller. Any reference to Buyer and Seller in this agreement shall include singular and plural.~~

390 (1) All references in this Sale Agreement to "Agent" and "Firm" shall refer to Buyer's and Seller's real estate agents licensed in the State of Oregon  
391 and the respective real estate companies with which they are affiliated.

392 (2) Time is of the essence of this Agreement.

393 (3) Except as provided in Section 9 (Title Insurance), above, all written notices or documents, required or permitted under this Agreement to be  
394 delivered to Buyer or Seller may be delivered to their respective Agent with the same effect as if delivered to that Buyer or Seller. Upon opening of  
395 this transaction with the title company identified at Section 24 (Escrow), above, Buyer, Seller, and their respective Agents, where applicable, shall  
396 provide Escrow with their preferred means of notification (e.g., email or text address, facsimile number, or mailing or personal delivery address, or  
397 other), which shall serve as the primary location for receipt of all notices or documents (hereinafter, "Contact Location").

398 (4) Agent(s) and Firm(s) identified in the Final Agency Acknowledgment Section, above are not parties to this Agreement but are subject to Section  
399 39.3 (Mediation and Arbitration Involving Agents/Firms).

400 (5) A "business day" shall mean Monday through Friday, except recognized state and/or federal holidays.

401 (6) Any reference in the Agreement to a specific time shall refer to the time in the time zone where the Property is located.

402 (7) "Agreement" or "sale agreement" collectively shall be defined as this real estate sale agreement in its entirety and includes any written offer, counter offer,

419 (12) This Agreement may be signed in multiple legible counterparts with the same legal effect as if all parties signed the same document.

420 (13) Excepting only the Lead-Based Paint Contingency Period identified in Section 11 (Lead Based Paint Contingency Period), unless a different  
421 time is specified in the Agreement, all deadlines for performance, measured in business or calendar days, shall terminate as of 5:00 p.m. on the  
422 last day of that deadline, however designated.

423 (14) Notice. As used in this Agreement and any document relating to this Agreement, "Notice" shall mean the providing of a true and accurate copy  
424 of the document to the other party or their Agent. Notice shall be deemed delivered as of (a) the date and time the notice is sent by email or fax, (b)  
425 the time the notice is personally delivered to either the Agent or the Agent's Office, or (c) three (3) calendar days after the date the notice is mailed.

426 **33. UTILITIES:** Seller shall pay all utility bills accrued to the date Buyer is entitled to possession. **Buyer shall pay Seller for heating fuel/propane**  
427 **on premises, at Seller's supplier's rate on the possession date.** Payment shall be handled between Buyer and Seller outside of Escrow. Seller  
428 shall not terminate or disconnect electric, gas, heating fuel/propane, or water utilities prior to Closing the date buyer is entitled to possession unless  
429 parties agreed otherwise in writing.

430 **34. APPROVED USES:** THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING  
431 STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS WHICH, IN FARM OR FOREST ZONES, MAY NOT  
432 AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND WHICH LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS  
433 DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE  
434 SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11,  
435 CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8,  
436 OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY

Buyer Initials \_\_\_\_ / \_\_\_\_ Date \_\_\_\_

Seller Initials \_\_\_\_ / \_\_\_\_ Date \_\_\_\_



# Farms & Ranches

OREF 005

278 will be extended for a reasonable period of time not to exceed five (5) business days to accommodate moving the transaction to the new escrow  
279 agent.

280 Seller's and Buyer's Agents are not experts in FIRPTA and will not act as a transferor or transferee agent or "Qualified Substitute" for purposes  
281 of the Withholding Requirement. If FIRPTA may apply in this transaction, Seller and Buyer should promptly consult their own experts familiar  
282 with FIRPTA related the law and regulations. For further information, Seller and Buyer should go to: [www.irs.gov](http://www.irs.gov).

283 **16.3 AGRICULTURAL FOREIGN INVESTMENT DISCLOSURE ACT OF 1978 ADVISORY:** The Agricultural Foreign Investment Disclosure Act of 1978  
284 requires a foreign person who acquires, disposes of, or holds an interest in United States agricultural land shall disclose such transactions and holdings to  
285 the Secretary of Agriculture in the manner prescribed in said regulations. Clients who are foreign persons should consult with their attorney regarding this  
286 requirement. Foreign persons who are buying or selling real estate are advised to seek proper legal advice regarding this Act.

287

Buyer Initials	/	Date
----------------	---	------

Seller Initials	/	Date
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# **New Construction Sales Agreement**

## **OREF 006**

170 Seller's Agents are qualified to conduct such inspections and shall not be responsible to do so. For further details, Buyer is encouraged to review the Buyer  
171 Advisory at [www.oregonrealtors.org](http://www.oregonrealtors.org) and the Oregon Public Health Division at [www.oregon.gov](http://www.oregon.gov).

172 **Check only one box below:**

173  **LICENSED PROFESSIONAL INSPECTIONS:** Upon receipt of the certificate of occupancy, at Buyer's expense, Buyer may have the Property and  
174 all elements and systems thereof inspected by one or more licensed professionals of Buyer's choice. Provided, however, Buyer must specifically  
175 identify in this Agreement any desired invasive inspections that may include testing or removal of any portion of the Property including, for example,  
176 radon and mold. **Identify Invasive Inspections:**

177 \_\_\_\_\_  
178 Buyer understands, Buyer is responsible for the restoration of the Property following any inspection(s)/test(s) performed by Buyer or on Buyer's  
179 behalf. Buyer shall have \_\_\_\_\_ business days (ten [10] if not filled in), ~~after the date Buyer and~~ ~~after the date the Seller has delivered to Buyer the~~  
180 ~~certificate of occupancy Seller have signed and accepted this Agreement~~ (hereinafter "the Inspection Period"), in which to complete all inspections  
181 **and** negotiations with Seller regarding any matters disclosed in any inspection report. Buyer shall **not** provide all or any portion of the inspection  
182 reports to Seller unless requested by Seller. However, at any time during this transaction, or promptly following termination, upon request by Seller,  
183 Buyer shall promptly provide a copy of such reports or portions of reports, as requested. During the Inspection Period, Seller shall not be required  
184 to modify any terms of this Agreement already reached with Buyer. Unless a written agreement has already been reached with Seller regarding  
185 Buyer's requested repairs, at any time during the Inspection Period, Buyer may notify Seller, in writing, of Buyer's unconditional disapproval of the  
186 Property based on any inspection report(s), in which case, all earnest money deposits shall be promptly refunded, and this transaction shall be  
187 terminated. **If Buyer fails to provide Seller with written unconditional disapproval of any inspection report(s) by 5:00 p.p.m. of the final**  
188 **day of the Inspection Period, Buyer shall be deemed to have accepted the condition of the Property. Note if, prior to expiration of the**  
189 **Inspection Period, written agreement is reached with Seller regarding Buyer's requested repairs, the Inspection Period shall**  
190 **automatically terminate unless the parties agree otherwise in writing.**



# Commercial Sale Agreement

213 Seller shall, within the same period as provided in this Section 11 (Seller's Documents), deliver to Buyer the following additional information: \_\_\_\_\_

214 \_\_\_\_\_

215 **12. PROPERTY DISCLOSURE LAW:** Buyer and Seller acknowledge, unless this transaction is otherwise exempted, Oregon law provides Buyer has  
216 a right to revoke Buyer's offer by giving Seller written notice thereof (a) within five (5) business days after Seller's delivery of Seller's Property  
217 Disclosure Statement ("the Statement"), or (b) at any time before Closing (as defined in the Oregon Administrative Rules) if Buyer does not receive  
218 the Statement from Seller before Closing. Buyer may waive the right of revocation only in writing. Seller authorizes Seller's Agent's Firm to receive  
219 Buyer's notice of revocation, if any, on Seller's behalf.

220 No Seller disclosure form as noted in this provision is required for property that is commercial or vacant land. However, if the property includes, as  
221 part of the improvements, a one-to-four residential dwelling, the form should be utilized as required by statute.

## 222 **SELLER REPRESENTATIONS**

223

224 **13. SELLER REPRESENTATIONS:** Subject to other written disclosures made by Seller as a part of this transaction, Seller makes the following  
225 representations to Buyer:

- 226 (1) Seller has full and complete authority to enter into this Agreement and convey the Property in accordance with the terms hereof.
- 227 (2) Seller has no notice from any governmental agency of a condemnation, environmental, zoning or similar proceeding, existing or planned,  
228 which could affect the use, development, operation or value of the Property.
- 229 (3) Seller has no knowledge of any hazardous substances in or about the Property.
- 230 (4) Seller knows of no material structural defects in or about the Property.
- 231 (5) All electrical wiring, heating, cooling, plumbing, irrigation equipment and systems, and the balance of the Property, including landscaping, if



# **Vacant Land Agreement**

**OREF 008**

270 to the Secretary of Agriculture in the manner prescribed in said regulations. Clients who are foreign persons should consult with their attorney regarding this  
271 requirement.

272 **13. "AS-IS": Except for Seller's express written agreements and written representations contained herein, and Seller's Property Disclosure, if any,**  
273 **Buyer is purchasing the Property "AS-IS," in its present condition and with all defects apparent or not apparent.**

274 **MISCELLANEOUS ITEMS**

275 **14. ~~TOWNHOME/PLANNED COMMUNITY/HOMEOWNER'S ASSOCIATION~~ HOMEOWNERS ASSOCIATION/TOWNHOME/PLANNED**  
276 **COMMUNITY ADDENDUM:** Is the property a townhome, in a planned community, or have a Homeowner's Association?  Yes  No   
277 Unknown.

278 If yes, OREF 024 Homeowners Association/Townhome/Planned Community Addendum will be attached to this Sale Agreement.

279 **15. ADDITIONAL PROVISIONS:**  
280 \_\_\_\_\_  
281 \_\_\_\_\_

Buyer Initials \_\_\_\_ / \_\_\_\_ Date \_\_\_\_

Seller Initials \_\_\_\_ / \_\_\_\_ Date \_\_\_\_

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LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE OF BUYER AND/OR SELLER AND DATE

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OREF 008



# Condo Sale Agreement

OREF 11

551 **Note: If delivery/transmission occurs after the Offer Deadline identified at Section 38 (Offer to Purchase), above, it will not**  
552 **become binding upon Seller and Buyer unless the parties agree to extend said Deadline by an Addendum, Counter offer, or other**  
553 **writing, jointly signed by the parties. The parties' failure to do so shall be treated as a rejection under Section 40 (Seller's**  
554 **Rejection), below, and this transaction shall be automatically terminated.**

555 **40. SELLER'S REJECTION/COUNTER OFFER (select only one):**  Seller does not accept the above offer, but makes the attached counter offer.  
556  Seller rejects Buyer's offer.

557 Seller \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←

558 Seller \_\_\_\_\_ Date \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←

559 Address \_\_\_\_\_ Zip \_\_\_\_\_

560 Phone #1 \_\_\_\_\_ Phone #2 \_\_\_\_\_ E-mail \_\_\_\_\_

561 **NO CHANGES OR ALTERATIONS ARE PERMITTED TO ANY PORTION OF THE PRE-PRINTED FORMAT OR TEXT OF THIS FORM. ANY**  
562 **SUCH PROPOSED CHANGES OR ALTERATIONS SHOULD BE MADE ON A SEPARATE DOCUMENT. CHANGES BY BUYER'S OR**  
563 **SELLER'S AGENTS TO THE TERMS OR PROVISIONS ABOVE BUYER'S SIGNATURE SHOULD ALSO BE ON A SEPARATE DOCUMENT.**



**Condo or PUD?**

# Condo or PUD?









# Manufactured Home Agreement

OREF 12



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

46 **2. FIXTURES/CONTROLS/KEYS:** All fixtures and essential related equipment (e.g. -remote controls, and ~~all~~ keys related to Property including  
47 mailbox, outbuilding(s), etc.) are to be left upon the Property. Fixtures shall include but not be limited to: built-in appliances; attached floor  
48 coverings; drapery rods and curtain rods; window and door screens; storm doors and windows; system fixtures (plumbing, ventilating, cooling and  
49 heating); water heaters; attached electric light and bathroom fixtures; light bulbs; fluorescent lamps; window blinds; and awnings; EXCEPT:

50 \_\_\_\_\_  
51 *(Note: fences; planted shrubs, plants, trees, etc. may be owned by the landowner.)*

52 **3.PERSONAL PROPERTY:** Only the following personal property, in "AS-IS" condition and at no stated value is included:  
53 \_\_\_\_\_  
54 \_\_\_\_\_  
55 \_\_\_\_\_

## 56 FINANCING

57 **4. BALANCE OF PURCHASE PRICE:** *(Select A or B)*

58 Buyer represents Buyer has liquid and available funds for the earnest money deposit and down payment, and if an all cash transaction, the full purchase price,  
59 sufficient to Close the transaction described herein and is not relying upon any contingent source of funds (e.g., from loans, gifts, sale or closing of other

# Disclosure Statement

196 **10. FULL DISCLOSURE BY SELLER(S)**

197 \*A. Are there any other material defects affecting this property or its value that  
198 a prospective buyer should know about?.....  Yes\*  No

199 If yes, describe the defect on attached sheet and explain the frequency and extent of the problem and any insurance claims, repairs or  
200 remediation?

**VERIFICATION**

201 The foregoing answers and attached explanations (if any) are complete and correct to the best of my/our knowledge and I/we have received a copy of this  
202 disclosure statement. I/we authorize my/our agents to deliver a copy of this disclosure statement to all prospective buyers of the property or their agents.

203  (zero [0] if not filled in) Number of pages of explanations are attached.

204 SELLER \_\_\_\_\_ Date \_\_\_\_\_ ← SELLER \_\_\_\_\_ Date \_\_\_\_\_ ←



**Seller's Property Disclosure Statement Addendum**

44

Property Address \_\_\_\_\_

45

(Responses marked "yes" on items with an \* require a written explanation. See below)

46

Question # \_\_\_\_\_

47

Details:

48

49

50

51

52

53

Attachment Identified as \_\_\_\_\_

54

Question # \_\_\_\_\_

55

Details:

# **Disclosure Exemptions**

- **First sale of dwelling never occupied**
- **Sale by financial institution**
- **Receivers, PR, Trustees, etc**
- **Sale by government**

# New Construction Inspection Addendum

This is an Addendum to *(Check only one)*:

Real Estate Sale Agreement       Seller's Counter Offer       Buyer's Counter Offer

Buyer: \_\_\_\_\_

Seller: \_\_\_\_\_

The real property described as: \_\_\_\_\_

Upon substantial completion of all construction and at Buyer's expense, Buyer may have the Property and all elements and systems thereof inspected by one or more professionals of Buyer's choice. -Buyer shall have  business days (~~five-ten~~ [105] if not filled in), after the date of Seller's written notification to Buyer of the date of issuance of a final Occupancy Permit by the local jurisdiction (hereinafter "the Inspection Period") within which to provide Seller with a written punch-list of items ("the Punch-list") Buyer believes are either: (1) Not in substantial compliance with the applicable building codes; (2) Not consistent with local industry building standards, or (3) Not in substantial compliance with any written plans or specifications agreed upon between Buyer and Seller. -Buyer and Seller shall make a good faith effort to promptly agree upon which items on the Punch-list shall be corrected. -However, the failure to reach such final agreement shall not excuse Seller from correcting those items about which there is no disagreement. -Seller shall make a good faith effort to correct the agreed-upon items on the Punch-list prior to the closing date, subject to the understanding items affecting habitability of the home shall be corrected first. -Seller shall correct all habitability items on the Punch-list prior to the closing date. -If Seller is unable to do so, after making a good faith effort, the closing date shall be extended by an amount of time reasonably necessary for completion, but in no event exceeding  additional

# Historic Property Advisory

1 For a property to be designated "historic," it must meet specific qualifying criteria under state, federal, and local statutes or ordinances. The  
2 following is a limited and incomplete summary of special assessment programs and local designations for historic properties. Any special  
3 assessment benefit is not automatically available to a historic property but may be acquired through a specific application. This advisory is only a  
4 summary and should not be relied upon to the exclusion of other reliable sources. Before closing, Buyer should check with the appropriate state or  
5 local officials and review all available records and information regarding Seller's participation or Buyer's intended participation in historic tax benefit  
6 programs or historic designation. If the property is currently subject to a historic designation or certification, Seller agrees to provide Buyer with all  
7 available records in Seller's possession or control within the time frames outlined in the accompanying Historic Property Addendum.

8 Seller's and Buyer's Agents are not experts in historic properties or the Oregon special assessment program for historic property.

9 **WARNING: Historic properties have special tax consequences. If Buyer and Seller do not understand these consequences, they are**  
10 **advised to seek competent legal or accounting advice.**

11 If Buyer is purchasing the Property either (a) because it is qualified as a historic property or (b) Buyer desires classification as a historic property,  
12 the following are some (not necessarily all) important issues for consideration:

13 Some municipalities have historic designations for property, including, but not limited to, designated historic districts. If applicable, this may  
14 include restrictions on the use, building, or improvement of the Property, as well as limitations on construction, remodeling, or other changes.

15 An owner of historic property desiring special assessment is required to apply to the State Historic Preservation Officer. The application must  
16 include a preservation plan committing the owner, within the first five (5) years, to expend an amount not less than ten percent (10%) of the  
17 historic property's real market value.

## HISTORIC PROPERTY ADDENDUM

1 **(Include this addendum in all transactions in which the Property is or may become "historic property")**

2 Upon acceptance by Buyer and Seller, this addendum shall be a part of the Real Estate Sale Agreement (from now on referred to as the "Sale Agreement")

3 Seller \_\_\_\_\_ Seller \_\_\_\_\_

4 Buyer \_\_\_\_\_ Buyer \_\_\_\_\_

5 Property \_\_\_\_\_

6  The Historical Property Advisory, OREF 045, is herewith attached for additional information.

7 a. Is the Property currently on the National Historic Register of Historic Places? .....  Yes  No

8 If yes, is it currently utilizing the special tax assessment through the State of Oregon Parks Service?.....  Yes  No

9 If yes, when will the special tax assessment expire? \_\_\_\_\_

10 If yes, has Seller completed all the rehabilitation requirements in the preservation plan? .....  Yes  No

11 If no, what are the uncompleted requirements? \_\_\_\_\_

12 If additional taxes become due as a result of the conveyance of property to Buyer, such additional taxes shall be paid by (check one):

13  Seller

14  Buyer

15  Prorate between the Seller and Buyer

16  Other \_\_\_\_\_

17 Seller agrees to provide all documentation associated with the special assessment and rehabilitation requirements within \_\_\_\_\_ business days (five  
18 (5) if not filled in) of mutual agreement OR as a supplement to the Seller's Property Disclosure.

17 Seller agrees to provide all documentation associated with the special assessment and rehabilitation requirements within \_\_\_\_ business days (five  
18 (5) if not filled in) of mutual agreement OR as a supplement to the Seller's Property Disclosure.

19 b. Is the property currently in a National Register of Historic Places District?  Yes  No  
20 Is the property considered "contributing"? .....  Yes  No  
21 Seller shall provide contact information for the local historic plan review entity within \_\_\_\_ business days (five (5) if not filled in).  
22 Seller shall provide all documentation of any design guidelines associated with the district within \_\_\_\_ business days (five (5) if not filled in).  
23 Is the Property located within an area that is currently working on a National Register Nomination for a National Register District?  
24 .....  Yes  No  
25 If yes, Seller shall provide contact information for Nomination Committee within \_\_\_\_ business days (five (5) if not filled in).

26 c. Is the Property designated a local landmark in a City or County jurisdiction? .....  Yes  No  
27 .....  Unknown  
28 If yes, Seller to provide additional information within \_\_\_\_ business days (five (5) if not filled in).

29 d. Does the property have a Historic Easement? .....  Yes  No  
30 .....  Unknown  
31 If yes, who regulates the historic easement? \_\_\_\_\_  
32 If yes, are maintenance requirements imposed on the Seller?  Yes  No  
33 If yes, what entity enforces the easement? \_\_\_\_\_  
34 If yes, are there any outstanding maintenance requirements?  Yes  No  
35 If yes, what are the outstanding requirements? \_\_\_\_\_

36 Buyer \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_ ←  
37 Buyer \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_ ←  
38 Seller \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_ ←

# **Buyer's Rep Agreement**

**OREF 50**

1 THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE BEFORE SIGNING.

## 2 AGREEMENT

3 1. **SERVICES:** I/We, the undersigned, hereinafter referred to as "Client", exclusively appoints and engages \_\_\_\_\_  
4 \_\_\_\_\_ "Principal Broker" and \_\_\_\_\_

5 "Buyer's Agent Broker" of and \_\_\_\_\_ "Firm", hereinafter collectively referred to as "Broker", to assist  
6 Client in the locating and/or negotiating for the purchase, lease, option to purchase, or exchange of real property as generally described below. Client  
7 agrees to furnish Broker with relevant personal and financial information which would assist Broker in locating, negotiating, and counseling on  
8 Client's behalf. For the purposes of this Agreement, the term "Client" shall include Client, any legal entity in which Client owns or controls, directly or  
9 indirectly, more than 10% of the shares or interests therein, and any third party who is acting under the direction or control of any of the above  
parties.

### 10 2. DISCLOSURE/ACKNOWLEDGEMENT:

11 (a) Client understands Broker is qualified to advise on matters concerning real estate, but is not expert in matters of law, tax, financing, surveying,  
12 structural conditions, hazardous materials, land use, title, environmental risk, or engineering. Client acknowledges Client has been advised by Broker

12 structural conditions, hazardous materials, land use, title, environmental risk, or engineering. Client acknowledges Client has been advised by Broker  
13 to seek expert assistance for advice on such matters. In the event Broker provides names or sources for such advice or assistance, Client  
14 understands and acknowledges Broker does not warrant the services of such experts or their products and cannot warrant the condition of property  
15 to be acquired, or guarantee all defects are disclosed by the seller.

16 (b) Broker does not investigate the status of permits, zoning, location of property lines, and or code compliance and Broker does not guarantee the  
17 accuracy of square footage of a structure. Client is to satisfy Client's **concerning** concerns regarding these issues.

18 (c) Client understands there is a possibility seller(s) or their representatives may not treat the existence, terms, or conditions of Client's offer(s) as  
19 confidential unless confidentiality is required by law or regulation or is specifically agreed upon in a written agreement.

20 **2. 3. TERM:** This Agreement shall commence **immediately** upon signatures of all parties and terminate at 5:00 p.m. on *(insert date)* \_\_\_\_\_!  
21 ~~unless sooner terminated in writing by either party.~~ Termination of this Agreement prior to its stated term shall be as follows *(check only one)*

22  Either party can terminate this Agreement with written notice to the other party without any further obligations.

23  If Client terminates this Agreement, Client shall pay Broker an early termination fee as follows for all expenditures incurred by Broker.  
24 \_\_\_\_\_

25 ~~If sooner terminated by Client, Broker shall may be reimbursed by Client of all expenditures reasonable reasonably and incurred and documented by~~  
26 ~~Broker pursuant to this Agreement.~~

27 **3. 4. PROPERTY:** Client is interested in acquiring **real** property as follows or as otherwise acceptable to Client *(Check all that apply):*

28  Residential  Income  Commercial  Industrial  Vacant Land  Other \_\_\_\_\_

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**4. 5. REPRESENTATION:** Buyer's Agent Client acknowledges receipt of the Initial Agency Pamphlet, which Client has read. Broker shall act as the agent of the Client in any resulting transaction except when Buyer's Agent Broker is the listing broker of a property then Buyer's Agent Broker shall act as the agent for both Client and Seller. In such case, Buyer's Agent Broker shall immediately disclose such in writing. If this situation arises, Buyer's Agent Broker is authorized to act as a disclosed limited agent for that specific property. Client understands Buyer's Agent Broker may represent other potential buyers who may desire to purchase, option, exchange, or lease the same or similar properties as Client is seeking. Client hereby authorizes Buyer's Agent Broker to represent other such buyers and sellers as more fully explained in Buyer's Disclosed Limited Agency Agreement, which Client has read, ~~and~~ approved and signed.

**Fee.** A non-refundable fee of \$\_\_\_\_\_ shall be payable upon signing of this Agreement, directly to ~~buyers Brokerage~~ the Firm. Said fee  shall  shall not be credited against any commission or fee to which Broker shall become entitled under this Agreement.

**6. DISCLOSURE/ACKNOWLEDGEMENT:** Client understands ~~Broker~~ Firm is qualified to advise on matters concerning real estate, but is not expert in matters of law, tax, financing, surveying, structural conditions, hazardous materials, land use, title, environmental risk, or engineering. Client acknowledges Client has been advised by ~~Broker~~ Firm to seek expert assistance for advice on such matters. In the event ~~Broker~~ Firm provides names or sources for such advice or assistance, Client understands and acknowledges ~~Broker~~ Firm does not warrant the services of such experts or their products and cannot warrant the condition of property to be acquired, or guarantee all defects are disclosed by the seller. ~~Broker~~ Firm does not investigate the status of permits, zoning, location of property lines, and or code compliance and ~~Broker~~ Firm does not guarantee the accuracy of square footage of a structure. Client is to satisfy Client concerning these issues. Client understands there is a possibility seller(s) or their representatives may not treat the existence, terms, or conditions of Client's offer(s) as confidential unless confidentiality is required by law or regulation or is specifically agreed upon in a written agreement. [Moved to lines 10-19](#)

**7. DISPUTE RESOLUTION:** Parties are agreeing ~~A~~ all disputes or claims of any kind between Broker and Client related to or arising from this

A modern kitchen with white cabinetry, stainless steel appliances (refrigerator, microwave, oven), and a white island with black stools. The text "Agreements to Occupy" is overlaid in white on a dark horizontal band across the center of the image.

# Agreements to Occupy

# OREF 053 – Agreement to Occupy BEFORE Closing

23 **5. SERVICES, MAINTENANCE AND RISK OF LOSS:** Buyer has inspected the Premises and accepts the Premises on an "AS-IS" basis with the  
24 exception of the following repairs to be made:

25 Repair:

Party Responsible for Payment:

26 _____	_____
27 _____	_____
28 _____	_____
29 _____	_____
30 _____	_____
31 _____	_____

32 Buyer shall, at Buyer's sole expense, maintain all utility and services, heating, cooling, sewer, water, plumbing, and electrical systems and any built-in  
33 appliances and equipment in normal working order and shall keep the roof water-tight and maintain the grounds, beginning on the commencement date  
34 specified in Section 2, above. Buyer shall make no structural alterations to the interior or exterior of the Premises without Seller's prior written consent.

35 Exceptions:

36 \_\_\_\_\_

37 \_\_\_\_\_

38 \_\_\_\_\_

39 FOR PURPOSE OF DETERMINING WHICH PARTY SHALL BEAR ANY RISK OF LOSS OR THE EXPENSE OF REPAIRING UNKNOWN DEFECTS OR  
40 DAMAGES THAT OCCUR OR APPEAR AFTER BUYER TAKES POSSESSION, THE FOLLOWING RULES APPLY:

41 (A) IF THE SALE CLOSES (as the term is defined in the Sale Agreement), Buyer shall assume all risk of loss as of the commencement date specified in

# OREF 054 – Agreement to Occupy AFTER Closing

40 **6. MAINTENANCE, REPAIR, REPLACEMENT RESPONSIBILITIES OF PARTIES:** Seller accepts the Property in its "AS-IS" condition as of the date  
41 of Closing. Subject to any Exceptions/Additions or Additional Provisions noted below, during the Term hereof, the parties agree as follows:

42 6.1 Seller's Responsibilities: In addition to Seller's Obligations at Section 5, above, Seller shall, at Seller's sole expense: Keep and maintain: (a) All  
43 utility and services, heating, cooling, electrical, water, plumbing and irrigation systems (including wells and septic if applicable) and all  
44 appliances, in good working order; (b) Perform any repairs to the Property necessitated by the negligent, reckless or willful misconduct of Seller,  
45 or Seller's guests, invitees or pets.

46 6.2 Buyer's Responsibilities: In the event any of the systems or appliances in the Property fail and cannot, in the opinion of a qualified inspector,  
47 vendor, or other expert selected by Buyer, who has inspected the same, be repaired so as to continue operating in a safe, efficient, and cost-  
48 effective manner for the remainder of the Term, it shall be promptly replaced by Buyer at Buyer's sole c o s t . Seller shall cooperate with Buyer to  
49 provide access at all reasonable times for such inspection, and, if applicable, replacement. In all other respects, the cost of all maintenance and  
50 repair to said systems and appliances shall be borne by Seller, as described above.

51 Exceptions/Additions:  
52 \_\_\_\_\_  
53 \_\_\_\_\_

54 If the Property has oil heat or propane, at the time of Closing, the amount(s) shall be measured and Seller shall pay into Escrow such sum as would be  
55 reasonably expected to be used during the Term. At the end of the Term, the parties agree to calculate the actual amount used, and pay or reimburse the  
56 other party, as appropriate, for any overpayment or shortfall based upon actual use.

57 **7. SECURITY DEPOSIT/CONDITION OF PROPERTY AT END OF TERM:** Seller  shall not be required to pay a security deposit ("Deposit") as a part of  
58 this Agreement.  Seller shall pay a security Deposit in the amount of \$ \_\_\_\_\_ (\$500 if not filled in) at or before closing  Directly to Buyer;  
59  Directly to Escrow for disbursement to Buyer at Closing. If a Deposit is to be paid, it does not need to be held in a segregated account or a trust account,  
60 and no interest shall accrue thereon. The Deposit may be applied by Buyer toward the actual cost of repair or replacement of any portion of the Property which  
61 was not paid or agreed to be paid by an insurance carrier resulting from any default by Seller under this Agreement. Provided, however, Buyer may not apply

# Investment Property Addendum

79 to timely withdraw shall apply even if Seller has signed and accepted Buyer's offer before notifying Buyer of documents or information  
80 that cannot or will not be provided. If Buyer fails to give such written notification to Seller within the Withdrawal Period, it shall be deemed  
81 to have been automatically waived for all purposes.

82 **8. DOCUMENT REVIEW PERIOD.** ~~Commencing on the next business day following the delivery of available Documents to~~  
83 ~~Buyer~~ Commencing on the next business day following the end of Seller's Delivery Period, Buyer shall have  business days (five [5] if  
84 not filled in) thereafter to review the Documents and any Additional Documents requested by Buyer ("Review Period"). If Buyer notifies  
85 Seller, in writing, prior to 5:00 p.m. of the last day of the Review Period, Buyer unconditionally disapproves of any of the Documents or  
86 Additional Documents provided, all earnest money deposits will be promptly refunded to Buyer and this transaction shall be terminated.  
87 **If Buyer fails to provide Seller with written unconditional disapproval of the Document(s) or Additional Documents -by 5:00**  
88 **p.m. of the Review Period, Buyer shall be deemed to have approved the same.**

89 **9. CONFIDENTIALITY.** Unless the parties agree otherwise, all documents and written information provided from Seller to Buyer shall be  
90 deemed to be confidential for all purposes, and shall be promptly returned to Seller upon termination, expiration, or consummation, of  
91 this transaction. This confidentiality provision shall survive such termination, expiration, or consummation of this transaction.

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OREF 070

# Smoke and CO Advisory

1 It is the requirement under Oregon law and regulation that a Seller properly install a conforming smoke alarm and carbon monoxide alarm prior to  
2 the conveyance of title to the Buyer. -The failure to comply with these requirements can result in significant liability for the Seller based on death of  
3 or injury to the buyer or damage to the home caused by fire, smoke, or carbon monoxide.

4 The OREF Real Estate Sale Agreement contains a representation by Seller that there are one or more operating smoke and carbon monoxide  
5 alarms installed on the premises subject to this sale. -Buyer should personally verify the location, operation, and adequacy of all Alarms prior to  
6 closing.

7 Real Estate brokers are not experts in the legal requirements for the type, installation, operation, or location of Alarms. -Prior to closing, sellers and  
8 buyers should (a) carefully investigate the law themselves or (b) obtain expert guidance from a professional.- It is in the best interest of the parties  
9 to assure themselves that the home is in full compliance prior to closing.

10 The following is information summarizing the requirement as provided by the State Fire Marshal for both smoke and carbon monoxide alarms:  
11 (For additional information, or questions, contact the State Fire Marshal office. Contact information listed below.)

---

## 12 **Why should my home have smoke and CO alarms?**

13 Smoke alarms are important because during a fire, you may have less than three minutes to escape. They alert you to the danger and give  
14 your family time to get out. You are four times more likely to survive a home fire if you have a working smoke alarm.

15 Carbon monoxide (CO) alarms are important because CO is a poisonous, odorless gas that is created when fuels burn. CO poisoning can be  
16 fatal at high levels, and can result from fireplaces, woodstoves, gas furnaces or other gas appliances, portable generators, or vehicles left  
17 running in garages. CO alarms installed in your home give you early warning of carbon monoxide.

---

## 18 **Where should I install smoke and CO alarms?**

19 For increased protection, make sure you have working smoke alarms on every level of your home (including the basement), inside each  
20 bedroom, and in the hallway outside each bedroom.

21 For increased protection, make sure you have working CO alarms on every level of your home with bedrooms, inside each bedroom, and in

# Septic Addendum

36 **6. BUYER'S RIGHT TO TERMINATE TRANSACTION:** Buyer shall have \_\_ business days (five [5] if not filled in) after receipt of any  
37 written reports or statement regarding the septic system/~~sewer system, including location of outlet pipes including but not~~  
38 limited to location and condition (hereinafter "the System Contingency Period"), to notify the Seller, in writing, of Buyer's  
39 disapproval of the inspection report in which case all earnest money deposits shall be promptly refunded and this transaction  
40 shall be terminated. If Buyer fails to provide Seller with disapproval of any inspection report(s) by 5.00 pm of the final day set  
41 forth above, Buyer shall be deemed to have accepted the condition of the system. Note, if prior to expiration of the above period,  
42 written agreement is reached with Seller regarding Buyer's requested changes or repairs, the above period shall automatically  
43 terminate, unless the parties agree otherwise in writing. However, during the System Contingency Period, Seller shall not be  
44 required to modify any terms of this Agreement already reached with Buyer. Unless a written and signed modification is reached, at any  
45 time during the System Contingency Period, Buyer may notify Seller, in writing, of Buyer's unconditional disapproval of the  
46 system based upon any ~~Documents and Information~~written reports.—In such case, all earnest money deposits shall be  
47 promptly refunded, and this transaction shall be terminated. Buyer shall promptly provide Seller with a copy of all ~~Documents and~~  
48 Informationwritten reports not previously turned over to Seller. If Buyer fails to provide Seller with written unconditional  
49 disapproval by 5:00 p.m. of the final day of the System Contingency Period, Buyer shall be deemed to have accepted the  
50 condition of the onsite sewage system. Note if, prior to expiration of the System Contingency Period, written agreement  
51 is reached with Seller regarding ALL Buyer's requested repairs to the onsite sewage system, the System Contingency Period  
52 shall automatically terminate, unless the parties agree otherwise in writing. Termination of this transaction shall not excuse either  
53 party from paying for any Service they agreed to be responsible for in Section 5, above.

54 **7. BUYER'S ACKNOWLEDGMENT:** Buyer acknowledges by closing this transaction, it shall mean Buyer is satisfied with all Documents  
55 and Information, received pursuant to this Onsite Sewage System Addendum. Buyer understands while Seller has made certain

# Private Well Addendum

Property that is the subject of this transaction, and the preceding testing and submission requirements are required.)

See: [www.public.health.oregon.gov](http://www.public.health.oregon.gov) -(Search URL: Oregon Health Authority Well Testing)

Seller shall (if available) provide Buyer with the following information regarding the well located on or serving the Property:

- well logs (specify) \_\_\_\_\_
- well test reports (specify) \_\_\_\_\_
- other reports (specify) \_\_\_\_\_
- none. Seller has no documents regarding the well.

3. **BUYER TESTING DUTIES:** Within \_\_\_business days, (five [5] if not filled in) after Buyer and Seller have signed this Agreement, Buyer may, at Buyer's expense, order well water testing for quantity or quality by a qualified professional testing service.

Buyer elects to have the following additional professional tests performed:

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Well flow test   | <input type="checkbox"/> Buyer's expense | <input type="checkbox"/> Seller's expense |
| <input type="checkbox"/> Additional arsenic, nitrates and total coliform bacteria   | <input type="checkbox"/> Buyer's expense | <input type="checkbox"/> Seller's expense |
| <input type="checkbox"/> Lead test  | <input type="checkbox"/> Buyer's expense | <input type="checkbox"/> Seller's expense |
| <input type="checkbox"/> Additional water quality tests   | <input type="checkbox"/> Buyer's expense | <input type="checkbox"/> Seller's expense |
| <input type="checkbox"/> Other (specify) _____  | <input type="checkbox"/> Buyer's expense | <input type="checkbox"/> Seller's expense |
| <input type="checkbox"/> None ( <b>Buyer should seek competent professional advice before checking this option. Buyer's rights to terminate this transaction based upon any test report showing a substantial deficiency in quantity or quality of well water are set forth in Section 4 below.</b> ) |  |   |

# Buyer's Contingent Right to Purchase

**BUYER AND SELLER AGREE THAT THIS ADDENDUM SHALL BECOME A PART OF THE ABOVE-REFERENCED SALE AGREEMENT.**

- The Contingency.** This transaction ("Transaction") is contingent upon the sale and closing of Buyer's real property ("Contingency") located at: \_\_\_\_\_  
\_\_\_\_\_ ("Buyer's Property"). ~~However, Buyer may not accept an acceptable-written offer that is contingent upon the occurrence of another sale/closing may not include any contingent offers without Seller's advance written consent.~~
- Status of Listing of Buyer's Property. (Select one):**
  - Buyer's Property is currently listed for sale ("Listing") with a licensed real estate agent and member of the Association or Board where Buyer's Property is located;
  - Buyer's Property will be listed for sale ("Listing") with a licensed real estate agent and member of the Association or Board where Buyer's Property is located, within \_\_\_\_ business days (three [3] if not filled in) after Seller has signed and accepted the Sale Agreement.

Buyer agrees to keep Buyer's Property continuously listed until this Transaction is closed, or terminated, whichever first occurs. Buyer will promptly provide Seller, upon request, with all current nonconfidential information regarding the status of the Listing.