

**OKLAHOMA REAL ESTATE COMMISSION**

*This is a legally binding Contract; if not understood, seek advice from an attorney.*

**LISTING AGREEMENT - EXCLUSIVE RIGHT TO SELL**

In consideration of the services to be rendered by the undersigned licensed Broker ("Broker"), the undersigned ("Seller") hereby exclusively lists with Broker the Property described as:

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

Legal Description \_\_\_\_\_

together with all fixtures and improvements, and all appurtenances, subject to existing zoning ordinances, plat or deed restrictions, utility easements serving the Property, including all mineral rights owned by Seller, if any, all of which may be described in any property data form attached to and by this reference made a part of this Agreement (collectively referred to as "the Property"), and grants to Broker the exclusive right to sell the Property, within the term of this listing, at a price of \$ \_\_\_\_\_ and on the terms herein stated, or at such other price and terms as shall be acceptable to Seller. This listing shall be subject to the following:

1. By appointing Broker as exclusive Broker, Seller agrees to work through Broker for the sale, option or exchange (collectively "Sale") of the Property and to refer to Broker all inquiries received in any form from other real estate **Brokers, prospective buyers, tenants, or any other source** during the time this Listing Agreement is in effect. In addition, any compensation, which is conditioned upon the Sale of Property, shall be earned by Broker as set forth herein without any discount or allowance for any efforts made by Seller or by any representative of Seller in connection with the sale of the Property.

2. This Agreement begins on \_\_\_\_\_, and terminates (except for the provisions of Paragraph 3) at midnight on \_\_\_\_\_. This Agreement **shall not exceed twelve (12) months** in duration.

**3. Seller acknowledges the compensation in this Agreement is fully negotiable and not set by law. The compensation section in this Agreement must be completed before it can be signed by the Seller. This Agreement is not enforceable if this section is left blank.**

a. Seller agrees to pay compensation equal to the greater of \_\_\_\_\_% (0% if left blank) of the total sales price of the property plus \$ \_\_\_\_\_ (\$0 if left blank); OR \$ \_\_\_\_\_ (\$0 if left blank).

b. Seller acknowledges Seller is not required to make an offer of compensation to Buyer's Broker. In the event a cooperative agreement or supplement to split compensation with another licensed real estate brokerage occurs, the compensation provided for **in section 3a** shall be split \_\_\_\_\_% of the total sales price of the property or \$ \_\_\_\_\_ to be paid to Seller's Broker and \_\_\_\_\_% of the total sales price of the property or \$ \_\_\_\_\_ to be paid to Buyer's Broker.

Seller (**check one**)  does  does not authorize Broker to disclose the amount of compensation to be offered to the Buyer's Broker in marketing and advertising the property

c. The compensation shall be due and payable upon the occurrence of any of the following:

- i. The sale or exchange of the Property during the term of this Agreement, whether procured by Broker, Seller, or a third person.
- ii. The sale or exchange of the Property within \_\_\_\_\_ days after the termination of this Agreement, if with anyone to whom Broker has shown the Property, or with whom the Broker has negotiated concerning the Property prior to the termination of this Agreement; provided that this clause shall not apply if Seller re-lists the Property at the termination of this Agreement with another licensed real estate Broker.
- iii. If Broker procures a Buyer who is ready, willing, and able to purchase the Property, at the price and on the terms set forth herein, or at another price and terms as shall be acceptable to Seller.
- iv. The sale or exchange of the Property during, or after, the term of this Agreement to any party to whom the Property is rented or leased during the term of this Agreement, or within \_\_\_\_\_ days thereafter.

Seller's Initials \_\_\_\_\_ **Initials are for acknowledgment purposes only**

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4. In the event a Contract for Sale or Exchange (a "Contract") is entered into with a Buyer, Seller agrees that:

- a. Unless the Contract provides otherwise, Broker shall receive and hold any earnest money deposit, which may be in the form of the Buyer's personal check endorsed for deposit without recourse, in Broker's trust or escrow account in accordance with the terms of the Contract, applicable law, rules, and regulations governing those funds;
- b. Prior to the "Closing Date," Seller, at Seller's expense, agrees to furnish Buyer or Buyer's lender a current Uniform Commercial Code Search Certificate (and, if the Property is a condominium, to furnish a copy of the Declaration of Unit Ownership Estates of the Project, Bylaws of the Project's Owners Association). Seller, at Seller's expense shall also furnish an abstract of title certified to date showing marketable title in Seller, subject only to utility easements serving the Property and building restrictions of record, and other exceptions specified in the Contract and, if Property is a condominium, subject to all terms, provisions, restrictions, and covenants contained in the Declaration of Unit Ownership Estates and Bylaws of the Owner's Association of the "Project," and, if required by lender, a "Mortgage Inspection Report" prepared by a licensed surveyor, certified to a date at least within 180 days of the "Closing Date";
- c. Seller has sole ownership, full authority to sell property, and will cause any conveyance to be executed and joined by all necessary parties to convey marketable title by General Warranty Deed to Buyer, free and clear of all liens and encumbrances, except those specifically reserved in the Contract.
- d. Unless otherwise provided in the Contract, all ad valorem taxes, interest, rents, and other continuing items shall be prorated through the date of closing, except personal property taxes for the entire year, if any, shall be paid by Seller;
- e. If Property is single family, condominium or multi-family, to pay the closing costs and miscellaneous fees in excess of what Buyer is allowed by FHA or VA to pay;
- f. If Property is single family, condominium, or multi-family, and if the Contract, lender, or government agency requires fixtures and equipment relating to plumbing, heating and cooling, including ducts, electrical systems, built-in appliances, swimming pool, spa, sprinkler, and security systems will be in normal working order at the closing, ordinary wear and tear excepted. If the Property is a condominium, this provision is applicable only to those items that are the Seller's responsibility and not the responsibility of the Owner's Association. Seller shall pay the cost of repairs necessary to meet the foregoing standard; the cost shall not exceed an amount agreed to by Seller in the contract of sale.

5. In accordance with the Oklahoma Residential Property Condition Disclosure Act:

- a. Seller shall complete the Oklahoma Residential Property Disclosure Statement ("Disclosure Statement") or, if the Seller has never lived in the Property AND has NO knowledge of any defect concerning the Property, the Oklahoma Residential Property Disclaimer Statement ("Disclaimer Statement") if applicable, a copy of which is attached to and by this reference made a part of this Agreement.
- b. Broker shall provide a copy of the Seller's Disclosure Statement or Disclaimer Statement (whichever is applicable) to potential Buyers or their Brokers.
- c. Broker shall disclose to a potential purchaser any defects in the Property actually known to the Broker, which are not included in the Seller's Disclosure Statement or Seller's Disclaimer Statement.

6. **ACCESSORIES, EQUIPMENT AND SYSTEMS.** The following items, if existing on the Property, unless otherwise excluded, shall remain with the Property at no additional cost to Buyer:

- |  |   |   |
|--|---|---|
| • Attic and ceiling fan(s)                           | • Free standing heating unit(s)                       | • TV antennas/satellite dish system(s) and control(s), if owned |
| • Bathroom mirror(s)                                 | • Humidifier(s), if attached                          | • Sprinkler systems & control(s)                                |
| • Other mirrors, if attached                         | • Water conditioning systems, if owned                | • Swimming Pool/Spa equipment/accessories                       |
| • Central vacuum & attachments                       | • Window treatments & coverings, interior & exterior  | • Attached recreational equipment                               |
| • Floor coverings, if attached                       | • Storm windows, screens & storm doors                | • Exterior landscaping and lighting                             |
| • Key(s) to the property                             | • Garage door opener(s) & remote transmitting unit(s) | • Entry gate control(s)   |
| • Built-in and under cabinet/counter appliance(s)    | • Fences (includes sub-surface electric & components) | • Water meter, sewer/trash membership, if owned                 |
| • Free standing slide-in/drop-in kitchen stove       | • Mailboxes/Flag poles                                | • All remote controls, if applicable                            |
| • Built-in sound system(s)/speaker(s)                | • Outside cooking unit(s), if attached                | • Transferable Service Agreements and Product Warranties        |
| • Lighting & light fixtures                          | • Propane tank(s) if owned                            |   |
| • Fire, smoke and security system(s), if owned       | • <b>Generator(s) &amp; Solar Panel(s) if owned</b>   |   |
| • Shelving, if attached                              |   |   |
| • Fireplace inserts, logs, grates, doors and screens |   |   |

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A. **Additional Inclusions.** The following items shall also remain with the Property at no additional cost to Buyer:

\_\_\_\_\_  
\_\_\_\_\_

B. **Exclusions.** The following items shall not remain with the Property: \_\_\_\_\_

\_\_\_\_\_

7. In accordance with the HUD/EPA Lead-Based Paint Regulations, if the Property was built before 1978:

- a. Seller shall complete a Disclosure and Acknowledgment of Lead-Based Paint.
- b. Broker shall provide a copy of the Seller's Disclosure and Acknowledgment of Lead-Based Paint to potential Buyers or their Brokers along with a copy of the pamphlet Protect Your Family from Lead in Your Home.

8. In connection with this Listing Agreement, Seller authorizes Broker:

- a. To place a "For Sale" sign on the Property and to remove all other similar signs;
- b. To enter Property information on the Internet, and advertise the Property by any means and methods as Broker determines in its sole judgment and discretion, including the making and using of photographs or other electronic images of the Property;
- c. At Seller's expense, to turn on, or leave on, all utilities, and to authorize service technicians to do so, in order to show the Property to its best advantage or to permit inspection thereof. Seller further agrees to pay any necessary cost for uncovering and limited operation of any swimming pool/spa, sprinkler system, and security system, if applicable. Except that, if the Property is a condominium this provision shall only apply to those items which are Seller's responsibility and not the responsibility of the Owner's Association;
- d. To obtain all information pertaining to any present mortgage on the Property from any mortgage or mortgage service company and to furnish information pertaining to the Property to any prospective lender;
- e. To obtain a key to the Property and furnish keys to others necessary to show the Property or to carry out the objectives of this Agreement;
- f. To have access to the Property for the purpose of showing it to prospects at any reasonable hour;
- g. Unless the Contract provides otherwise, Broker and Seller agree that Broker shall be authorized to accept delivery of Contract documents, title evidence documents, inspection reports, and other notices provided in the Contract on behalf of the Seller and to accept a similar appointment by Buyers and prospective Buyers.

9. Neither the Buyer nor the Seller may be held liable for the actions or words of the Broker or licensees affiliated with the Broker's firm.

10. All of the information provided herewith, or which may be provided to Broker, shall be true and Seller agrees to hold Broker, Broker's sales associates, employees, and agents harmless from any cost, expense, or damage due to any information which is withheld by Seller from Broker, or which is incorrect.

11. Broker shall use Broker's best efforts to effect a sale of the Property during the term of this Agreement.

- a. Broker shall not be charged with the custody of the Property, its management, maintenance, or repair.

12. If the Property becomes vacant during the terms of this Agreement, Seller must notify Seller's casualty insurance company and request a vacancy Clause to cover the Property. **Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any persons real or personal property resulting from (i) acts of third parties; (ii) vandalism; (iii) theft; (iv) freezing water pipes; (v) a dangerous condition on the Property; (vi) the Property's non-compliance with any law or ordinance; and (vii) any act or omission not caused by Broker's negligence. Seller agrees to protect, defend, indemnify, and hold Broker harmless from any liability for which Broker is not responsible under the Agreement.**

13. Forfeited earnest money, if any, shall be divided equally between Seller and Broker, except that Broker's portion shall, in no event, exceed the agreed compensation; provided, however, that no release of a Buyer or waiver of a forfeiture of earnest money after a Contract is executed shall relieve Seller of any obligation to pay compensation.

14. The term "Broker" herein shall include any sales associate whose signature appears on this Agreement.

Seller's Initials \_\_\_\_\_ Initials are for acknowledgment purposes only

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15. This Property is offered for sale without regard to race, color, religion, sex, age, disability, familial status, national origin or any other factor protected by federal, state or local law.

16. Seller and Broker agree to the terms herein set forth and understand that this is a binding agreement and that it cannot be canceled or terminated except upon their mutual written consent.

17. Seller acknowledges that Seller has read and received a copy of this Agreement and that a copy of the Oklahoma Real Estate Commission Contract Guide has been made available to the Seller in print, or at www.orec.ok.gov.

18. If the Broker is a member of a Multiple Listing Service (MLS), the parties hereto understand and agree that the Broker is hereby authorized to (i) enter this listing in the MLS, (ii) file timely notice of all changes in the above information as approved by the Seller; (iii) upon the closing of a sale, file sales information, including sale price, with the MLS for processing and dissemination to the MLS Participants and other members of the MLS, and (iv) that the property information, once transmitted to MLS, shall be owned by it and subject to its copyright and may be used and disseminated by it.

19. Upon the execution of a purchase contract by both Seller and Buyer, the Broker shall have no duty thereafter to submit subsequent offers for the purchase of the Property, unless the Contract specifically provides otherwise or this sale does not close.

20. To facilitate the showing of said Property, Seller grants the Broker permission to place on Seller's Property a "Lock Box" containing a key that gives access to Seller's Property at times when the Broker is not present. Seller understands that access to the "Lock Box" may be in the possession of unauthorized persons who are not members of the Broker's Multiple Listing Service, as well as members thereof. Further, Seller acknowledges that said Broker has recommended that all valuables such as coins, jewelry, furs, silver, guns, cameras, paintings, antiques, and the like, be removed from the Property for safekeeping during the period of the listing. In addition, Seller has been fully advised that neither the Broker, the MLS nor any Association to which Broker may belong, assume any responsibility for the acts of any other persons for any loss that may be sustained by Seller through entry by use of the key deposited in the "Lock Box" or in any other manner. Seller hereby assumes the risk of loss.

Broker (check one)  is  is not authorized to place a "Lock Box" on the Property.

21. Seller acknowledges that individuals viewing the property during the term of this Agreement may take photographs and videos of the Property or of items within and on the Property. Seller acknowledges that the Broker may not prohibit individuals from taking such photographs or videos and may not prohibit how such items may be used or displayed by such individuals.

22. The Seller and Broker agree that Broker, in response to inquiries from Buyers or cooperating brokers shall disclose, with the Sellers' approval, the existence of offers on the property. Where disclosure is authorized, Brokers shall also disclose whether offers were obtained by the listing licensee, another licensee in the listing firm, or by a cooperating Broker.

Seller (check one)  does  does not authorize Broker to disclose the existence of offers on the property.

23. Seller is aware that a Residential Service Agreement (RSA) can be purchased for Seller's Property that would be transferable to the Buyer. The cost of an RSA is approximately \$\_\_\_\_\_ and can be withheld from Seller's funds at closing.

It is Seller's decision (check one)  to Purchase  Not to purchase an RSA at this time

24. Has the Seller been notified by any city or county governmental agency, or is the Seller aware, that the Property is in a flood hazard area?  Yes  No

25. Additional Provisions. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Seller's Initials \_\_\_\_\_ Initials are for acknowledgment purposes only

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Executed by Seller this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Seller Name (Print)

\_\_\_\_\_  
Seller Signature

\_\_\_\_\_  
Seller's Email Address

\_\_\_\_\_  
Seller's Physical Address

\_\_\_\_\_  
Seller's Telephone (Cell)

\_\_\_\_\_  
Seller's Telephone (Work)

\_\_\_\_\_  
Seller Name (Print)

\_\_\_\_\_  
Seller Signature

\_\_\_\_\_  
Seller's Email Address

\_\_\_\_\_  
Seller's Physical Address

\_\_\_\_\_  
Seller's Telephone (Cell)

\_\_\_\_\_  
Seller's Telephone (Work)

Executed by Broker this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Seller's Broker / Associate Signature

\_\_\_\_\_  
Seller's Broker / Associate Name

\_\_\_\_\_  
Seller's Broker License Number

\_\_\_\_\_  
Seller's Broker / Associate Cellphone

\_\_\_\_\_  
Seller's Broker / Associate Email Address

\_\_\_\_\_  
Brokerage Name

\_\_\_\_\_  
Name of Managing Broker

\_\_\_\_\_  
Brokerage License Number

\_\_\_\_\_  
Managing Broker Office Telephone

\_\_\_\_\_  
Brokerage Office Address

\_\_\_\_\_  
Managing Broker Email Address

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**DISCLOSURE TO SELLER OF BROKERAGE DUTIES,  
RESPONSIBILITIES AND SERVICES**

This notice may be part of or attached to any of the following:

- Contract of Sale of Real Estate
- Listing Agreement
- Other \_\_\_\_\_

**1. DUTIES AND RESPONSIBILITIES.** A Broker who provides Brokerage Services to one or both parties shall describe and disclose in writing the Broker's duties and responsibilities prior to the party or parties signing a contract to sell, purchase, option, or exchange real estate.

A Broker shall have the following duties and responsibilities which are mandatory and may not be abrogated or waived by a Broker, whether working with one party, or working with both parties:

- a. treat all parties to the transaction with honesty and exercise reasonable skill and care;
- b. unless specifically waived in writing by a party to the transaction:
  - 1. receive all written offer and counteroffers;
  - 2. reduce offers or counteroffers to a written form upon request of any party to a transaction; and
  - 3. present timely all written offers and counteroffers.
- c. inform, in writing, the party for whom the Broker is providing Brokerage Services when an offer is made that the party will be expected to pay certain closing costs, brokerage service costs and the approximate amount of the costs;
- d. keep the party for whom the Broker is providing Brokerage Services informed regarding the transaction;
- e. timely account for all money and property received by the Broker;
- f. keep confidential information received from a party or prospective party confidential. The confidential information shall not be disclosed by a Broker without the consent of the party disclosing the information unless consent to the disclosure is granted in writing by the party or prospective party disclosing the information, the disclosure is required by law, or the information is made public or becomes public as the result of actions from a source other than the Broker. The following information shall be considered confidential and shall be the only information considered confidential in a transaction:
  - 1. that a party or prospective party is willing to pay more or accept less than what is being offered,
  - 2. that a party or prospective party is willing to agree to financing terms that are different from those offered,
  - 3. the motivating factors of the party or prospective party purchasing, selling, optioning or exchanging the property, and
  - 4. information specifically designated as confidential by a party unless such information is public.
- g. disclose information pertaining to the Property as required by Residential Property Condition Disclosure Act;
- h. comply with all requirements of the Oklahoma Real Estate Code and all applicable statutes and rules;
- i. when working with one party or both parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both parties.
- j. disclose information pertaining to compensation and fees assessed on each transaction to the represented party, which shall be communicated in writing before the effective date of the contract for sale or lease.
- k. disclose the time frame for which the compensation agreement is valid, not to exceed one (1) year. If no time frame is specified, the compensation agreement shall default to sixty (60) days.

**2. BROKERAGE SERVICES PROVIDED TO BOTH PARTIES TO THE TRANSACTION.** The Oklahoma broker relationships law (Title 59, Oklahoma Statutes, Section 858-351 – 858-363) allows a real estate Firm to provide Brokerage Services to both parties to the transaction. This could occur when a Firm has contracted with a Seller to sell their property and a prospective Buyer contacts that same Firm to see the property. If the prospective Buyer wants to make an offer on the property, the Firm must now provide a written notice to both the Buyer and Seller that the Firm is now providing Brokerage Services to both parties to the transaction. The law states that there are mandatory duties and responsibilities that must be performed by the broker for each party.

**3. BROKER PROVIDING FEWER SERVICES.** If a Broker intends to provide fewer Brokerage Services than those required to complete a transaction, the Broker shall provide written disclosure to the party for whom the Broker is providing services. The disclosure shall include a description of those steps in the transaction that the Broker will not provide and state that the Broker assisting the other party in the transaction is not required to provide assistance with these steps in any manner.

**4. CONFIRMATION OF DISCLOSURE OF DUTIES AND RESPONSIBILITIES.** The duties and responsibilities disclosed by the Broker shall be confirmed in writing by each party in a separate provision, incorporated in or attached to the contract to purchase, option or exchange real estate.

I understand and acknowledge that I have received this notice on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Seller's Printed Name \_\_\_\_\_ Seller's Signature \_\_\_\_\_

Seller's Printed Name \_\_\_\_\_ Seller's Signature \_\_\_\_\_

Seller's Initials \_\_\_\_\_ Initials are for acknowledgment purposes only

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This form is officially approved by the OKLAHOMA CITY METROPOLITAN ASSOCIATION OF REALTORS®

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EXCLUSIVE RIGHT-TO-SELL LISTING AGREEMENT (Residential)

In consideration of the services to be rendered by the Broker named below, the undersigned, as a Seller or Party ("Seller"), hereby exclusively lists the Property as described in Paragraph 3 below ("Property") for the purpose and on the terms herein stated. THE TERMS OF THIS EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE.

1. Effect of Listing Agreement. By appointing Broker as exclusive Broker, Seller agrees to work through Broker for the sale, option or exchange (collectively "Sale") of the Property and to refer to Broker all inquiries received in any form from other real estate Brokers, agents, associated broker associates, sales associates, or provisional sales associates, salespersons, prospective buyers or tenants, or any other source during the time this Listing Agreement is in effect. In addition, any compensation which is conditioned upon the Sale of Property shall be earned by Broker as set forth herein without any discount or allowance for any efforts made by Seller or by any representative of Seller in connection with the sale of the Property.

2. Sale. "Sale of Property" or "Sale" means the voluntary transfer or exchange of any interest in the Property or the voluntary creation of any right to acquire any interest in the Property (including, without limitation, a contract, option, exchange or sale).

3. Property. The Property is described as: Lot(s) \_\_\_\_\_, Block(s) \_\_\_\_\_, Addition to the City of \_\_\_\_\_, \_\_\_\_\_, County, Oklahoma, which street address is: \_\_\_\_\_ (zip code) together with all Seller's right, title, interest and estate in and to oil, gas and other minerals in and under such real estate, if any not previously reserved or conveyed of record; improvements and appurtenances, if any, and the following items, if any:

- Attic and ceiling fan(s)
Bathroom mirror(s)
Other mirror(s), if attached
Central vacuum & attachments
Floor coverings, if attached
Key(s) to the property
Built-in & under cabinet/counter appliance(s)
Freestanding slide-in / drop-in kitchen stove
Built-in sound system(s) / speaker(s)
Lighting & light fixtures
Generator(s) & Solar Panel(s), if owned
Fireplace inserts, logs, grates, doors and screens
Freestanding heating unit(s)
Humidifier(s), if attached
Water Conditioning systems, if owned
Window treatments & coverings, interior & exterior
Storm windows, screens & storm doors
Garage door opener(s) & remote transmitting unit(s)
Fences (includes sub-surface electric & components)
Mailboxes/Flag poles
Outside cooking unit(s), if attached
Propane tank(s), if owned
Sprinkler systems & control(s)
Swimming Pool/ Spa equipment /accessories
Attached recreational equipment
Exterior landscaping and lighting
Entry gate control(s)
Water meter, sewer/trash membership, if owned
All remote controls, if applicable
Transferable Service Agmts & Product Warranties
Shelving, if attached

and all other property owned by Seller and attached to the above-described real property except the following property which is not included:

4. Listing Price. Seller lists the Property for \$ \_\_\_\_\_ (the "Sales Listing Price") and agrees to sell the Property for the Sales Listing Price or any other price acceptable to Seller. Seller understands that certain expenses will be incurred in the sale.

**5. Term.** In no event shall this agreement exceed twelve (12) months in duration. This Listing Agreement shall commence on \_\_\_\_\_, \_\_\_\_\_ and shall continue until the earlier of the following:

- A. The completion of the Sale of the Property by Seller.
- B. Midnight, \_\_\_\_\_, \_\_\_\_\_ or, if necessary, this date shall be automatically extended by such time period as defined as the Closing Date, or any extension thereof, in the Contract of Sale which the Seller has accepted on the Property during the term of this Listing Agreement and except for the provisions in 8.E below; or the mutual written consent of the parties to terminate the Listing Agreement.

**6. Broker Duties and Responsibilities.**

- A. Broker shall have the following duties and responsibilities to a Party, which are mandatory and may not be abrogated or waived by the Broker:
  - 1) Treat all Parties with honesty and exercise reasonable skill and care;
  - 2) Unless specifically waived in writing by a Party to the Transaction (if waived, check here  and attach completed Written Disclosure Waiving Broker Duties and Responsibilities which is to be used and incorporated herein):
    - a. receive all written offers and counteroffers,
    - b. reduce offers or counteroffers to a written form upon the request of any Party to the transaction, and
    - c. present timely all written offers and counteroffers.
  - 3) Timely account for all money and property received by the Broker;
  - 4) Keep confidential information received from a Party or prospective Party confidential. The confidential information shall not be disclosed by the Broker without the consent of the Party disclosing the information unless the consent to the disclosure is granted in writing by the Party disclosing the information (if waived, check here  and attach completed Written Disclosure Waiving Broker Duties and Responsibilities which is to be used and incorporated herein), the disclosure is required by law, or the information is made public or becomes public as the result of the actions from a source other than the Broker. The following information shall be considered confidential and shall be the only information considered confidential in a Transaction:
    - a. that a Party or prospective Party is willing to pay more or accept less than what is being offered;
    - b. that a Party or prospective Party is willing to agree to financing terms that are different from those offered;
    - c. the motivating factors of the Party or prospective Party purchasing, selling, leasing optioning or exchanging the Property, and
    - d. information specifically designated as confidential by a Party unless such information is public;
  - 5) Disclose information pertaining to the property as required by the Residential Property Condition Disclosure Act; and
  - 6) Comply with all requirements of the Oklahoma Real Estate License Code and all applicable statutes and rules.
- B. Broker shall have the following duties and responsibilities only to the Party for whom the Broker is providing Brokerage Services in a Transaction, which are mandatory and may not be abrogated or waived by a Broker:
  - 1) Inform in writing the Party for whom the Broker is providing Brokerage Services when an offer is made that the Party will be expected to pay certain closing costs, Brokerage Service costs and approximate amount of the costs; and
  - 2) Keep the Party for whom the Broker is providing Brokerage Services informed regarding the Transaction.

**7. Duties When Working With Both Parties.** A Broker may provide services to both Parties to the Transaction. This could occur when a Broker has contracted with a Seller to sell their property, and a prospective buyer contacts the same Broker to see the property. If and when working with both Parties to a Transaction, the Broker duties and





responsibilities set forth in Paragraph 6 shall remain in place for both Parties. In addition, if Broker is providing Brokerage Services to both Parties of the Transaction the Broker shall provide written notice to both Parties that the Broker is providing Brokerage Services to both Parties prior to the Parties signing a contract to purchase, option or exchange real estate.

Seller acknowledges that Broker is not an expert with respect to the law, tax, financing, surveying, structural condition, wood infestation, hazardous materials, or other matters requiring expertise. Seller is encouraged to seek expert assistance concerning such matters.

**8. Compensation to Broker.** Seller acknowledges the compensation in this Agreement is fully negotiable and not set by law. The compensation section in this Paragraph 8 must be completed prior to being signed by the Seller. This Agreement is not enforceable if this section is left blank.

**A. Seller's Broker** (Check all that apply):

- Seller shall pay Seller's Broker a compensation of \_\_\_\_\_ % of the gross sales price.
- Seller shall pay Seller's Broker a compensation of \$ \_\_\_\_\_ flat fee.
- Other (Include all sources of payment and related terms)  
\_\_\_\_\_

Seller acknowledges Seller is not required to make an offer of compensation to Buyer's Broker.

**B. Buyer's Broker** (Check all that apply):

- Seller shall pay Buyer's Broker a Compensation of \_\_\_\_\_ % of the gross sales price.
- Seller shall pay Buyer's Broker a Compensation of \$ \_\_\_\_\_ flat fee.
- Seller shall not make any offer to pay the Buyer's Broker compensation.
- Other (Include all sources of payment and related terms)  
\_\_\_\_\_

Seller (**check one**)  does  does not authorize Broker to disclose the amount of compensation to be offered to the Buyer's Broker in marketing and advertising the property, or other communications.

**C. Buyer's Purchase Without a Buyer's Broker.** In this event Seller's Broker assumes additional duties, responsibilities, and required services as described in the Oklahoma Broker Relationship Law, Seller's Broker shall facilitate Title 59 of the Oklahoma Statutes, section 858-351 – 858-363 which includes among other things treating all parties with honesty and exercising reasonable skill and care. Should this scenario develop, Seller shall pay Seller's Broker additional compensation of \_\_\_\_\_ % of the gross sales price of the property or a flat fee of \$ \_\_\_\_\_ for facilitating what is required to complete the transaction.

**D. When Earned.** When the Sale Compensation is earned, it is payable, either during the term of the Listing Agreement or after its expiration or termination, at the earlier of:

- 1) The closing of any Sale of the Property.
- 2) Seller's refusal to sell the Property after the Sale Compensation has been earned.
- 3) Seller's breach of this Listing Agreement; or
- 4) At such time as otherwise set forth in the Listing Agreement.

**E. Extension Period.** If, within \_\_\_\_\_ days after the term of this Listing Agreement (the "Extension Period"), Seller enters into a contract for the Sale of the Property to a Registered Buyer, Seller shall pay Broker an amount equal to the Sale Compensation. A "Registered Buyer" is a Buyer or Party to whom the Broker has shown the Property, who has been informed of the Sales Listing Price or whom Broker has negotiated concerning the Property, and whose name has been submitted to Seller in writing prior to or within \_\_\_\_\_ days after the termination or expiration of this Listing Agreement. If Seller relists the Property upon termination or expiration of this Listing Agreement with another licensed real estate Broker, the Extension Period and this subparagraph will not apply.

F. **Other Fees.** If a Buyer or Party with whom Seller has entered into a contract for the Sale of the Property during the term of this Listing Agreement breaches such a contract, and Seller receives earnest money or a portion thereof as liquidated damages, Seller will pay Broker the lesser of one-half of such amount or the Sale Compensation. Any amount paid under this subparagraph is in addition to any amount that Broker may be entitled to receive from any subsequent Sale of Property.

G. **Seller Concessions.** In Buyer's purchase proposal to Seller, Buyer may request a concession in the form of a credit, to be given to the Buyer at close of escrow ("Seller Concession(s)"). The request could be in the form of allowable **Buyer closing costs** which may include **escrow and title fees, repair credits, or loan points**. **Seller is made aware that all Seller Concessions are optional at Seller's discretion, fully negotiable, and not set by law.**

9. **Disclosures Required by Seller.**

- A. Seller will deliver to Broker the disclosures and notices as required by law. Seller must complete the required disclosures or notices to the best of Seller's knowledge and belief. Seller authorizes Broker to furnish prospective buyers and other brokers with copies of all required disclosures or notices.
- B. Seller shall promptly amend the applicable disclosures and notices (i) which become outdated or inaccurate, and (ii) if Seller becomes aware of any defect including without limitation, any defect known after an inspection.
- C. Seller acknowledges that Broker has the duty to disclose to any Buyer any defects in the Property actually known to Broker which are not included in the Residential Property Condition Disclosure Statement.
- D. Seller will protect, defend, indemnify, and hold any and all Brokers harmless from any and all damages, costs, attorneys' fees, or expenses arising from Seller's failure to disclose any defects of which Seller has actual knowledge or information of as required by law or communication of any incorrect information to any and all Brokers.

10. **Listing of the Property.**

- A. Broker is a member of the MLSOK, Inc. (the "MLS"). Broker is authorized to file listing information about the Property with the MLS for processing and dissemination.
- B. Seller authorizes Broker to place information about the Property on the Internet either directly or through a program of the MLS or other listing service.

11. **Access to the Property.**

- A. **Authorizing Access.** Authorizing access to the Property means giving permission to another person to enter the Property, disclosing any security codes affecting the Property to such person and lending a key, (if applicable) to the Property to such person either directly or through a key box. To facilitate the showing and Sale of the Property, Seller authorizes Broker to:
  - 1) Access the Property at any reasonable hour, and
  - 2) Authorize other Brokers, inspectors and or appraisers to access the Property at any reasonable hour.
- B. **Key Box. NOTICE:** A key box is a locked container placed on the Property in which a key to the Property is placed. Key boxes make it more convenient for cooperating Brokers and their associates, home inspectors, appraisers and repair persons to facilitate the showing, inspecting and repairing of the Property. The key box is locked and opened by a special combination, key or a programmed access card so that whoever possesses the special combination, key or the access card to the key box has access to the Property at any time, even in Seller's absence. The use of the key box will probably increase the number of showings but may involve risks such as unauthorized entry or theft. Please discuss the advantages and disadvantages of key boxes with your Broker, insurance agent and/or attorney.
  - 1) Broker (**check one**)  is  is not authorized to place a key box containing a key to the Property on the Property. In the event Broker is authorized to place a key box, then one or all of the following may be used as designated:
    - SentiLock (MLS) lockbox,

Combination lockbox (Broker has explained risks),

Keyless entry (Broker has explained risks)

- 2) If the Property is occupied by a tenant at any time during this Agreement, Seller will furnish Broker a written statement, signed by all tenants, authorizing the use of a key box or Broker may remove any key box from the Property.
- 3) Seller acknowledges that Seller understands that neither the lockbox system, the key box, the key to the key box nor any other component or aspect of the lockbox system is designated or intended as a security device or system.
- 4) Seller will protect, defend, indemnify and hold any and all Brokers harmless from any damages or claims arising from authorizing access to the Property or the use of a key box including, but not limited to, damages to or loss of real or personal property or personal injury not caused by Broker's negligence. Seller assumes all risk of any loss, damage, and injury.

**12. Broker's Authority.** Broker is not authorized to execute any document in the name of or on behalf of Seller with respect to the Property. Seller authorizes Broker to:

- A. advertise the Property by means and methods as Broker determines in its sole judgment and discretion;
- B. make and use photographs or other electronic images of the Property;
- C. place a "For Sale" sign on the Property;
- D. remove from the Property all other signs offering the Property for sale or lease;
- E. at Seller's expense, turn on or leave on until closing or termination of this Listing Agreement all utilities or have service persons do so in order to show the Property or to permit inspection of the Property;
- F. furnish sales information about other properties to any prospective Party;
- G. have access to the Property at any reasonable hour to show the Property to any prospective Party;
- H. obtain all information pertaining to any present mortgage on the Property from any holder of any note secured by a lien on the Property or any mortgage service company and to furnish information pertaining to the Property to any prospective Party or lender;
- I. upon the closing of a Sale of the Property, to submit information about the Property, sales price of the Property and contract terms to the named MLS for publication to subscribers for market evaluation or appraisal purposes (any information or data, including information about a Sale, becomes the property of the named MLS for all purposes);
- J. upon termination, expiration, completion of performance of the Transaction and/or closing of the Sale of the Property, except as may be provided in a written brokerage agreement between the Broker and a Party to the Transaction, the Broker owes no further duties or responsibilities to the Party after termination, expiration, or completion of performance to the Transaction, except:
  - 1) to account for all monies and property relating to the Transaction; and
  - 2) to keep confidential all confidential information received by the Broker during the Broker's relationship with the Party as defined in Paragraph 6 of this Listing Agreement and as required by law; and
- K. accept earnest money and deposit the earnest money in trust in accordance with the terms of a contract for the Sale of the Property.

**13. Seller's Representations.** Except as set forth in Paragraph 17 ("Special Information") below, Seller represents that:

- A. Seller has fee simple title to and possession of the Property and all its improvements and fixtures thereon, unless rented, and the legal capacity to convey the Property.
- B. Seller is not now a Party to a Listing Agreement with another Broker for the sale, exchange, option or lease of the Property.

- C. No person or entity has any right to purchase, lease or acquire the Property by virtue of an option, right of first refusal or other agreement.
  - D. The Property (**check one**)  is not subject to a mandatory homeowners' association, or  is subject to a mandatory homeowners' association with annual dues payable in the amount of \$ \_\_\_\_\_ per \_\_\_\_\_.
  - E. The Property (**check one**)  is not subject to a special assessment, or  is subject to a special assessment of which \$ \_\_\_\_\_ is unpaid.
  - F. The Property (**check one**)  is, or  is not in an historical preservation district.
  - G. The Property (**check one**)  is, or  is not in a municipal special design district.
  - H. There are no delinquencies or defaults under any mortgage or other encumbrance on the Property.
  - I. The Property is not subject to probate proceedings, foreclosure, divorce proceedings or the jurisdiction of any court.
  - J. All information relating to the Property provided herewith or which may be provided to Broker by Seller is true and correct, and Seller will notify Broker in the event of any changes to these representations.
- 14. Seller's Additional Promises.** Seller agrees to:
- A. Cooperate fully in good faith with Broker to facilitate the showing and marketing of the Property;
  - B. Not negotiate with any prospective Buyer who may contact Seller directly; and
  - C. Provide Broker with copies of all leases or rental agreements, if any, pertaining to the Property and advise Broker of any tenants or other Parties moving in or out of the Property.
  - D. At Seller's expense, turn on or leave on until closing or termination of this Listing Agreement, all utilities or have service persons do so in order to show the Property or to permit inspection of the Property.
- 15. Limitation of Liability.** If the Property becomes vacant during the term of this Agreement, Seller must notify Seller's casualty insurance company and request a Vacancy Clause to cover the Property. Broker is not responsible for managing the Property, the security of the Property, nor for inspecting the Property. **Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any persons real or personal property resulting from: (i) acts of third parties; (ii) vandalism; (iii) theft; (iv) freezing water pipes; (v) a dangerous condition on the Property; (vi) the Property's non-compliance with any law or ordinance; and (vii) any act or omission not caused by Broker's negligence. Seller agrees to protect, defend, indemnify, and hold Broker harmless from any liability for which Broker is not responsible under this Agreement.**
- 16. Residential Service Contract.** A Residential Service Contract is an agreement under which a Company or its authorized representative may repair or replace certain operating items in the Property. Seller (**check one**)  (a) shall, or  (b) shall not purchase a Residential Service Contract. Residential Service Contracts may have deductibles, may cover different items and may be available during the listing period. In addition, Seller acknowledges that an administrative fee may be paid to the Broker who initiates the Residential Service Contract.
- 17. Special Information.**
- 
- 18. Default.** If Seller breaches this Listing Agreement (including but not limited to Sale of the Property without Broker's knowledge and consent), Seller is in default and will be liable to Broker for the amount of the compensation specified in Paragraph 8 above. If Broker breaches this Listing Agreement, Broker is in default and Seller may exercise any remedy at law.
- 19. Mediation.** Any dispute arising under, out of, in connection with, or in relation to this Listing Agreement shall be submitted to an Alternative Dispute Resolution System available in the county wherein the Property is located. Any



Settlement Agreement shall be binding. If the parties are unable to locate a system in the area, the parties can call the Early Settlement Program under the jurisdiction of the Oklahoma Supreme Court at 1 (405) 556-9802 or www.oscn.net and click on Alternative Dispute Resolution in the left margin.

**20. Attorneys' Fees.** If Seller or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing Agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorneys' fees.

**21. Agreement of Parties.**

A. **Addenda.** Addenda and other related documents which are incorporated into this Listing Agreement are:

- 1) Those disclosures or notices referred to in Paragraph 9 above;
- 2) Seller's Estimate of Expenses, of which Seller acknowledges receipt; and
- 3) If applicable, Written Disclosure Waiving Broker Duties and Responsibilities as referenced in Paragraph 6 above.

B. **Entire Agreement.** This Listing agreement and any Addenda contain the entire agreement between the parties and may not be changed except by mutual written agreement. Seller acknowledges receipt of a copy of the Listing Agreement and any Addenda identified in Paragraph 21.A. above.

C. **Assignability.** This Listing Agreement may not be assigned by either party without approval of the other party.

D. **Binding Effect.** This listing agreement is binding upon and inure to the benefit of the parties hereto, their respective personal representatives, heirs' successors, and permitted assigns.

E. **Joint and Several.** All Sellers executing this Listing Agreement are jointly and severally liable for the performance of all its terms.

F. **Governing Law.** The laws of the State of Oklahoma govern the interpretation, validity, performance and enforcement of this Agreement.

G. **Severability.** If any clause in this Listing Agreement is found to be invalid or unenforceable by a court of law, the remainder of this Listing Agreement will not be affected, and all other provisions of the Agreement will remain valid and enforceable.

**22. Counterparts.** If more than one person is named as Seller herein, this Listing Agreement may be executed by each Seller individually, and when so executed, such copies taken together shall be deemed to be a full and complete agreement between the parties.

**23. Additional Notices.**

A. Compensation is not fixed, controlled, recommended, suggested, or maintained by the Broker's local Realtor Association, or any listing service. Compensation is determined by individual brokerage Firms.

B. **Equal Opportunity.** Properties shall be shown and be made available to Parties without regard to age, race, color, religion, sex, handicap, disability, familial status, national origin, sexual orientation/gender identity, or as may be provided by local, state, or federal laws or regulations.

C. **Broker cannot give legal advice.** This is intended to be a legally binding agreement. READ IT CAREFULLY. If you do not understand the effect of this Listing Agreement, consult your attorney BEFORE signing.

**24. Disclosure of Offers.** The Seller and Broker agree that Broker, in response to inquiries from Buyers or cooperating brokers, shall disclose, with the Sellers' approval, the existence of offers on the Property. Where disclosure is authorized, Broker shall also disclose whether offers were obtained by the listing licensee, another licensee in the listing Firm, or by a cooperating Broker. Seller (check one)  does  does not authorize Broker to disclose the existence of offers on the Property.

**25. Waiver.** Seller waives the right to receive subsequent written bonafide offers for a Transaction related to the Property after acceptance of a contract by Seller. This Broker agrees to advise the other Party's Broker that no assistance

is required with regard to the Seller receiving subsequent written bonafide offers after acceptance of a contract. This waiver is required to be in writing by law.

- 26. Definitions.** For purposes of this Agreement, the following terms shall have the meanings set forth below.
- "Broker" means a real estate broker, an associated broker associate, sales associate, or provisional sales associate authorized by a real estate broker to provide Brokerage Services.
- "Brokerage Services" means those services provided by a Broker to a Party in a Transaction.
- "Party" means a person who is a seller, buyer, landlord, or tenant or a person who is involved in an option or exchange.
- "Transaction" means an activity to buy, sell, lease, rent, option, or exchange real estate. Such activities or processes may include, without limitation, soliciting, advertising, showing, or viewing real property, presenting offers or counteroffers, entering into agreements and closing such agreements.
- "Firm" means a sole proprietor, corporation, association, or partnership.

The terms of this Exclusive Right To Sell Listing Agreement are not set by law and are fully negotiable. Seller acknowledges the compensation in this Agreement is fully negotiable and not set by law.

Executed by Seller this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Seller's Telephone (Home) \_\_\_\_\_ (Work) \_\_\_\_\_

(Mobile) \_\_\_\_\_ (Email) \_\_\_\_\_

Seller's Address  
\_\_\_\_\_  
\_\_\_\_\_

Seller (Print) \_\_\_\_\_ Seller (Signature) \_\_\_\_\_

Seller (Print) \_\_\_\_\_ Seller (Signature) \_\_\_\_\_

Executed by Broker this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Broker (Company) \_\_\_\_\_ Broker or Associate (Signature) \_\_\_\_\_

Email Address \_\_\_\_\_ Email Address \_\_\_\_\_

Telephone \_\_\_\_\_ Telephone \_\_\_\_\_

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## OKLAHOMA REAL ESTATE COMMISSION

### WHAT YOU NEED TO KNOW ABOUT BROKER SERVICES

**A real estate broker may work with one or both Parties to a real estate transaction.** The Oklahoma Broker Relationships Law (Title 59, Oklahoma Statutes, § 858-351 – 858-363) allows a real estate firm to provide brokerage services to both Parties to the transaction. This could occur when a firm has contracted with a seller to sell their property and a prospective buyer contacts that same firm to see the property. **If the prospective buyer wants to make an offer on the property, the firm must now provide a written notice to both the buyer and seller that the firm is now providing brokerage services to both Parties to the transaction.**

**Oklahoma real estate brokers have mandatory duties and responsibilities to all Parties in a real estate transaction.** These duties and responsibilities shall be described and disclosed in writing prior to signing a contract to sell, purchase, lease, option or exchange real estate. These duties and responsibilities are to:

- Treat all Parties with honesty and exercise reasonable skill and care.
- Receive all written offers and counteroffers, reduce offers or counteroffers to a written form upon request of any party to a transaction and present timely all written offers and counteroffers **(unless specifically waived in writing by a party)**.
- Timely account for all money and property received by the broker.
- Disclose information pertaining to the property as required by the Residential Property Condition Disclosure Act.
- Comply with all requirements of The Oklahoma Real Estate License Code and all applicable statutes and rules.
- **Keep confidential information** received from a party or prospective party confidential unless written consent is granted by the party, the disclosure is required by law, or the information is public or becomes public as the results of actions from a source other than the broker. Confidential information includes:
  - That a party is willing to pay more or accept less than what is being offered
  - That a party or prospective party is willing to agree to financing terms different from those offered
  - The motivating factors of the party or prospective party purchasing, selling, leasing, optioning or exchanging the property
  - Any information specifically designated as confidential by the party unless such information is public.
- **Disclose information pertaining to compensation and fees assessed** on each transaction to the represented party, which shall be communicated **in writing before the effective date of the contract for sale or lease**
- Disclose the time frame for which the compensation agreement is valid, not to exceed one (1) year. If no time frame is specified, the compensation agreement shall default to sixty (60) days

**A broker has additional duties and responsibilities only to a party for whom the broker is providing brokerage services.** These duties and responsibilities shall also be described and disclosed in writing prior to signing a contract to sell, purchase, lease, option and exchange real estate. These duties are to:

- Inform the party in writing when an offer is made that the party will be **expected to pay certain costs**, brokerage services costs and approximate amount of the costs.
- Keep the party **informed** regarding the transaction.

**If a broker intends to provide fewer brokerage services than those required to complete a transaction, the broker shall provide written disclosure to the party for whom the broker is providing services.** The disclosure shall include a description of those steps in the transaction that the broker will not provide **and state that the broker assisting the other party in the transaction is not required to provide assistance with these steps in any manner.**

**Disclosure of these duties and responsibilities is required in writing.** The duties and responsibilities disclosed by the broker **shall be confirmed in writing by each party** in a separate provision, incorporated in or attached to the contract to purchase, option or exchange real estate.

**Services provided to a tenant do not automatically create a broker relationship.** When a broker provides brokerage services to a landlord under a property management agreement, the services provided to the tenant by the broker shall not be construed as creating a broker relationship between the broker and the tenant unless otherwise agreed to in writing; however, the broker owes to the tenant the duties of honesty and exercising reasonable skill and care.

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**OKLAHOMA REAL ESTATE COMMISSION**

*This is a legally binding Contract; if not understood, seek advice from an attorney.*

**BUYER BROKER SERVICE AGREEMENT**

**1. PURPOSE OF BROKERAGE.** Buyer desires to purchase, lease, option, or exchange (collectively "Purchase") real estate through the services and resources of the Broker. Broker's services may include, but not be limited to, consulting with Buyer regarding properties and the availability of financing; formulating acquisition and purchase agreements, assisting in the communication and negotiation of contracts, and receiving delivery of any offers made by Buyer and accepted by Seller.

If this form is used as part of a lease or rental transaction, the term "Seller" shall mean "Landlord," the term "Buyer" shall mean "Tenant," the term "gross selling price" shall mean "total lease price" and the term "Purchase Agreement" shall mean "Lease Agreement."

**2. ENTERING AGREEMENT.** Broker and Buyer both acknowledge that a written Agreement must be signed and entered into before Broker may begin showing properties to Buyer.

**3. BUYER REPRESENTATION.** Buyer has **not** signed a written Brokerage Agreement currently in force with another Broker.

**4. BUYER AFFIDAVIT.** Buyer acknowledges that Oklahoma law requires Buyer to sign an Affidavit before closing on a property attesting that Buyer is either a United States Citizen, Native American, or a Non-Citizen / Alien who is or shall become a bona fide resident of Oklahoma in compliance with 60 O.S. § 121.

**5. DURATION OF AGREEMENT.** This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. This Agreement shall expire on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (60 days if left blank). Buyer agrees during the term of this Agreement, **any and all inquiries and/or negotiations relating to the acquisition by the Buyer of any desired property shall be through the undersigned Broker.**

**6. TERMINATION OF AGREEMENT.** This Agreement may be canceled by either Party by providing **at least three (3) business days' notice in writing** unless Buyer is under contract to purchase the Property. Buyer's Termination of Agreement does not relieve Buyer of the **obligation to compensate** Broker for purchase agreements executed within \_\_\_\_\_ days (60 if left blank) after Termination, if the property acquired was presented to Buyer through brokerage services of Broker.

**7. COMPENSATION OF BROKER.** Buyer acknowledges the Compensation in this Agreement is fully negotiable and not set by law. The compensation section of this Agreement must be completed before it can be signed by the Buyer. This Agreement is not enforceable if this section is left blank.

The Compensation for Buyer's Broker (the "Compensation") shall be: (check only those that apply)

- a. Buyer shall pay the Broker, at closing, an amount equal to \$\_\_\_\_\_ or \_\_\_\_\_% of the final gross selling/lease price. **Buyer shall receive a credit towards the payment** of the Compensation in an amount equal to any payment made to the Broker by any other Broker or the Seller.
- b. Buyer shall pay Broker a retainer fee of \$\_\_\_\_\_ (\$0 if left blank) due and payable upon execution of this Agreement, which amount shall be applied towards the Compensation upon closing on a transaction in which Buyer acquires Property. In all other circumstances, the payment shall be considered as a non-refundable retainer fee earned by the Broker.
- c. Other: \_\_\_\_\_

Unless otherwise specified above, the Compensation is due and payable upon Closing. The Compensation shall apply to any purchase agreements executed during the term of this Agreement or any extension of this Agreement. **The Compensation also applies to purchase agreements executed within \_\_\_\_\_ days (60 if left blank) after the expiration or termination of this Agreement, if the property acquired was presented to Buyer through brokerage services of the Broker.**

Buyer's Initials \_\_\_\_\_ Initials are for acknowledgment purposes only

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- 8. FAILURE TO CLOSE.** If Seller fails to close with no fault on the part of Buyer, the Compensation shall be waived. If the transaction does not close due to a breach of Contract of Sale by the Buyer, the Compensation shall NOT be waived and shall become immediately due and payable.
- 9. COMPENSATION TO BROKER BY SELLER.** The Listing Broker or Seller is not required to make an offer of compensation to Buyer's Broker.
- a. **Seller's Offer Equal to Compensation.** If the amount of compensation offered by the Seller is equal to the Compensation listed in Paragraph 7, the Buyer shall not be obligated to separately pay the Compensation listed in Paragraph 7.
- b. **Seller's Offer Greater than Compensation.** Compensation to Buyer's Broker must not exceed the compensation agreed to between Buyer and Broker in Paragraph 7 of this Agreement. If Seller's Offer is greater than the Compensation listed in Paragraph 7, Buyer shall not be obligated to separately pay the Compensation listed in Paragraph 7. The amount of compensation offered by Listing Broker or Seller that is greater than the Compensation listed in Paragraph 7 may be addressed by further written agreement and may include one of the following:
- i. Credit to Buyer (to the extent allowed by Buyer's lender and applicable State and Federal Law) and any non-allowed amount is credited back to the Seller; or
  - ii. Credit to the Seller; or
  - iii. Another option negotiated and agreed to in writing by the parties.
- Any option selected must be agreed to in writing by the parties.**
- c. **Seller's Offer Less than Compensation.** If Seller's Offer is less than the Compensation listed in Paragraph 7 the Buyer shall pay the remaining balance of the Compensation listed in Paragraph 7, unless otherwise agreed to in writing by the parties.
- 10. COST OF SERVICES OR PRODUCTS OBTAINED FROM OUTSIDE SOURCES.** Broker will not obtain or order products or services from outside sources (e.g., surveys, soil tests, title reports, inspections) without the prior consent of Buyer, unless provided by the Contract of Sale, Lease, Option or Exchange of Real Estate. Buyer agrees to pay all costs for products or services so obtained. Broker shall not be obligated to advance funds for Buyer.
- 11. OTHER BUYERS.** Buyer understands that other buyers may consider, make offers, or purchase through Broker the same or similar properties as Buyer is seeking to acquire. Within the same company, the Broker and their associated licensees (including the licensee assisting you), often provide brokerage services to more than one buyer at the same time.
- 12. EQUAL OPPORTUNITY.** Properties shall be shown and be made available to Buyer without regard to age, race, color, religion, sex, disability, familial status, national origin or as may be provided by local, state, or federal laws or regulations.
- 13. COUNTERPARTS.** If more than one person is named as Buyer herein, separate conforming Agreements may be executed by each Buyer individually, and when so executed, the copies taken together shall be deemed to be a full and complete agreement between the Parties.
- 14. COPY OF AGREEMENT.** Buyer acknowledges receipt of a copy of this Agreement and a copy of the Disclosure to Buyer of Brokerage Duties, Responsibilities, and Services. Broker has offered and made available to Buyer a copy of the Oklahoma Contract Guide available at [www.orec.ok.gov](http://www.orec.ok.gov)

Buyer's Initials \_\_\_\_\_ Initials are for acknowledgment purposes only

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15. ADDITIONAL PROVISIONS. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Executed by Buyer this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Buyer Name (Print) \_\_\_\_\_

Buyer Name (Print) \_\_\_\_\_

Buyer's Signature \_\_\_\_\_

Buyer's Signature \_\_\_\_\_

Buyer's Email Address \_\_\_\_\_

Buyer's Email Address \_\_\_\_\_

Buyer's Telephone (Cell) \_\_\_\_\_

Buyer's Telephone (Cell) \_\_\_\_\_

Buyer's Telephone (Work) \_\_\_\_\_

Buyer's Telephone (Work) \_\_\_\_\_

Executed by Broker this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Buyer's Broker / Associate Signature \_\_\_\_\_

Buyer's Broker / Associate Name \_\_\_\_\_

Buyer's Broker License Number \_\_\_\_\_

Buyer's Broker / Associate Cellphone \_\_\_\_\_

Buyer's Broker / Associate Email Address \_\_\_\_\_

Brokerage Name \_\_\_\_\_

Name of Managing Broker \_\_\_\_\_

Brokerage License Number \_\_\_\_\_

Managing Broker Office Telephone \_\_\_\_\_

Brokerage Office Address \_\_\_\_\_

Managing Broker Email Address \_\_\_\_\_

Buyer's Initials \_\_\_\_\_ Initials are for acknowledgment purposes only

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**DISCLOSURE TO BUYER OF BROKERAGE DUTIES,  
RESPONSIBILITIES AND SERVICES**

This notice may be part of or attached to any of the following:

- Buyer Brokerage Agreement
- Contract of Sale of Real Estate
- Other \_\_\_\_\_

**1. DUTIES AND RESPONSIBILITIES.** A Broker who provides Brokerage Services to one or both parties shall describe and disclose in writing the Broker's duties and responsibilities prior to the party or parties signing a contract to sell, purchase, option, or exchange real estate.

A Broker shall have the following duties and responsibilities which are mandatory and may not be abrogated or waived by a Broker, whether working with one party, or working with both parties:

- a. treat all parties to the transaction with honesty and exercise reasonable skill and care;
- b. unless specifically waived in writing by a party to the transaction:
  - 1. receive all written offer and counteroffers;
  - 2. reduce offers or counteroffers to a written form upon request of any party to a transaction; and
  - 3. present timely all written offers and counteroffers.
- c. inform, in writing, the party for whom the Broker is providing Brokerage Services when an offer is made that the party will be expected to pay certain closing costs, Brokerage Service costs and the approximate amount of the costs;
- d. keep the party for whom the Broker is providing Brokerage Services informed regarding the transaction;
- e. timely account for all money and property received by the Broker;
- f. keep confidential information received from a party or prospective party confidential. The confidential information shall not be disclosed by a Broker without the consent of the party disclosing the information unless consent to the disclosure is granted in writing by the party or prospective party disclosing the information, the disclosure is required by law, or the information is made public or becomes public as the result of actions from a source other than the Broker. The following information shall be considered confidential and shall be the only information considered confidential in a transaction:
  - 1. that a party or prospective party is willing to pay more or accept less than what is being offered,
  - 2. that a party or prospective party is willing to agree to financing terms that are different from those offered,
  - 3. the motivating factors of the party or prospective party purchasing, selling, optioning or exchanging the property, and
  - 4. information specifically designated as confidential by a party unless such information is public.
- g. disclose information pertaining to the Property as required by Residential Property Condition Disclosure Act;
- h. comply with all requirements of the Oklahoma Real Estate Code and all applicable statutes and rules;
- i. when working with one party or both parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both parties.
- j. disclose information pertaining to compensation and fees assessed on each transaction to the represented party, which shall be communicated in writing before the effective date of the contract for sale or lease.
- k. disclose the time frame for which the compensation agreement is valid, not to exceed one (1) year. If no time frame is specified, the compensation agreement shall default to sixty (60) days.

**2. BROKERAGE SERVICES PROVIDED TO BOTH PARTIES TO THE TRANSACTION.** The Oklahoma broker relationships law (Title 59, Oklahoma Statutes, Section 858-351 – 858-363) allows a real estate Firm to provide Brokerage Services to both parties to the transaction. This could occur when a Firm has contracted with a Seller to sell their property and a prospective Buyer contacts that same Firm to see the property. If the prospective Buyer wants to make an offer on the property, the Firm must now provide a written notice to both the Buyer and Seller that the Firm is now providing Brokerage Services to both parties to the transaction. The law states that there are mandatory duties and responsibilities that must be performed by the broker for each party.

**3. BROKER PROVIDING FEWER SERVICES.** If a Broker intends to provide fewer Brokerage Services than those required to complete a transaction, the Broker shall provide written disclosure to the party for whom the Broker is providing services. The disclosure shall include a description of those steps in the transaction that the Broker will not provide and state that the Broker assisting the other party in the transaction is not required to provide assistance with these steps in any manner.

**4. CONFIRMATION OF DISCLOSURE OF DUTIES AND RESPONSIBILITIES.** The duties and responsibilities disclosed by the Broker shall be confirmed in writing by each party in a separate provision, incorporated in or attached to the contract to purchase, option or exchange real estate.

I understand and acknowledge that I have received this notice on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Buyer's Printed Name \_\_\_\_\_ Buyer's Signature \_\_\_\_\_

Buyer's Printed Name \_\_\_\_\_ Buyer's Signature \_\_\_\_\_

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**OKLAHOMA REAL ESTATE COMMISSION**  
*This is a legally binding Contract; if not understood, seek advice from an attorney.*  
**BUYER BROKER SERVICE AGREEMENT AMEND / EXTEND**

This Buyer Broker Amendment (the "Amendment") modifies the Buyer Broker Agreement dated \_\_\_\_\_ and executed by the parties below.

In the event of a conflict between the terms of this Amendment and the Buyer Broker Agreement, the terms of the Amendment shall control. The undersigned parties hereby agree that the Buyer Broker Agreement is amended as follows:

- 1. The date ending the Buyer Broker Agreement is changed to \_\_\_\_\_.
- 2. The Compensation of Broker shall be reduced to \_\_\_\_\_.
- 3. Additional amendments:

All other terms and condition of the Buyer Broker Agreement remain the same.

**ASSOCIATE INFORMATION**

Buyer's Signature	Date	Broker / Associate Name and OREC License Number
Buyer's Signature	Date	OREC Company Name and License Number
Broker / Associate Signature	Date	Company Address
		Company Phone Number
		Broker / Associate Email
		Broker / Associate Phone Number

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**OKLAHOMA REAL ESTATE COMMISSION**

*This is a legally binding Contract; if not understood, seek advice from an attorney.*

**ACKNOWLEDGMENT AND CONFIRMATION OF DISCLOSURES**

It is hereby confirmed that **prior** to entering into Contract, the following items (as applicable) have been disclosed and/or delivered:

Buyer acknowledges and confirms that the Broker providing brokerage services to the Buyer **has described and disclosed their duties and responsibilities** to the Buyer prior to the Buyer signing this Contract.

- (Applicable for **in-house** transactions only) Buyer acknowledges and confirms that the broker is providing brokerage services to both Parties to the transaction prior to the Parties signing this Contract.

Buyer acknowledges receipt of Residential Property Condition Disclosure or Disclaimer Form (as applicable to residential real property improved with not less than one nor more than two dwelling units) pursuant to Title 60 O.S., Section 831-839:

- Buyer has received a Residential Property Condition **Disclosure** Statement Form (completed and signed by the Seller) and dated within 180 days of receipt.
- Buyer has received a Residential Property Condition **Disclaimer** Statement Form (completed and signed by the Seller) and dated within 180 days of receipt.
- This transaction is **exempt** from disclosure requirements pursuant to Title 60, O.S., Section 838.
- Disclosure **not required** under the Residential Property Condition Disclosure Act.

Buyer acknowledges receipt of Lead-Based Paint/Hazards Disclosures with Appropriate Acknowledgment (if property constructed before 1978)

- Buyer has signed the "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" form, which has been signed and dated by Seller and applicable Licensee(s), and has also received a copy of the Lead-Based Paint Pamphlet titled "Protect Your Family From Lead in Your Home."
- Property was constructed in 1978 or thereafter and is exempt from this disclosure.
- The subject of this transaction is not a residential dwelling and does not require a disclosure on Lead-Based Paint/Hazards.

Buyer acknowledges and confirms the above and further, Buyer acknowledges **receipt of Estimate of Costs** associated with this transaction and acknowledges that a Contract Guide has been made available to the Buyer in print, or at [www.orec.ok.gov](http://www.orec.ok.gov).

Buyer Name (Printed): \_\_\_\_\_ Buyer Name (Printed): \_\_\_\_\_  
 Buyer Signature: \_\_\_\_\_ Buyer Signature: \_\_\_\_\_  
 Dated: \_\_\_\_\_ Dated: \_\_\_\_\_

Seller acknowledges and confirms that the Broker providing brokerage services to the Seller has described and disclosed their duties and responsibilities to the Seller prior to the Seller signing this Contract.

- (Applicable for in-house transactions only) Seller acknowledges and confirms that the broker is providing brokerage services to both Parties to the transaction prior to the Parties signing this Contract.

Seller further acknowledges **receipt of Estimate of Costs** associated with this transaction and that a Contract Guide has been made available to the Seller in print, or at [www.orec.ok.gov](http://www.orec.ok.gov).

Seller Name (Printed): \_\_\_\_\_ Seller Name (Printed): \_\_\_\_\_  
 Seller Signature: \_\_\_\_\_ Seller Signature: \_\_\_\_\_  
 Dated: \_\_\_\_\_ Dated: \_\_\_\_\_

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**OKLAHOMA REAL ESTATE COMMISSION**  
*This is a legally binding Contract; if not understood, seek advice from an attorney.*  
**OKLAHOMA UNIFORM CONTRACT OF SALE OF REAL ESTATE**  
**RESIDENTIAL SALE**

**CONTRACT DOCUMENTS.** The Contract is defined as this document with the following attachment(s):  
(check as applicable)

- Conventional Loan
- FHA Loan
- VA Loan
- USDA
- Native American Guaranteed Home Loan Supplement
- Assumption
- Seller Financing
- Proof of Funds or Loan Pre-Qualification Letter

- Single Family Mandatory Homeowners' Association
- Condominium Association & Townhouse Association
- Supplement
- Sale of Buyer's Property - Presently Under Contract
- Sale of Buyer's Property - Not Under Contract
- Cooperative Compensation Supplement

Highlighted New  
2025

**Parties.** THE CONTRACT is entered into between:

\_\_\_\_\_ "Seller"  
and \_\_\_\_\_ "Buyer"

The Parties' signatures at the end of the Contract, which includes any attachments or documents incorporated by reference, with delivery to their respective Brokers, if applicable, will create a valid and binding Contract, which sets forth their complete understanding of the terms of the Contract. This agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and permitted assigns. The Contract shall be executed by original signatures of the Parties or by signatures as reflected on separate identical Contract counterparts (carbon, photo, fax or other electronic copy). The Parties agree that as to all aspects of this transaction involving documents an electronic signature shall have the same force and effect as an original signature pursuant to the provisions of the Uniform Electronic Transactions Act, 12A, Oklahoma Statutes, Section 15-101 et seq. **All prior verbal or written negotiations, representations and agreements are superseded by the Contract and may only be modified or assigned by a further written agreement of Buyer and Seller.**

The Parties agree that all notices and documents provided for in this contract shall be delivered to the Parties or their respective brokers, if applicable. "Delivery" shall mean the date any notice or Communication required in this Contract is (i) hand delivered to a Party's broker at the address listed in this Contract; (ii) emailed to a Party's broker at the email address listed in this contract; (iii) uploaded or electronically submitted to a website, or; (iv) provided to a Party's broker through any other agreed upon method. Seller agrees to sell and convey by General Warranty Deed, and Buyer agrees to accept such deed and buy the Property described herein, on the following terms and conditions:

The Property shall consist of the following described real estate located in \_\_\_\_\_ County, Oklahoma.

**1. LEGAL DESCRIPTION.**

\_\_\_\_\_  
\_\_\_\_\_

Property Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

**Together with** all fixtures and improvements, and all appurtenances, subject to existing zoning ordinances, plat or deed restrictions, utility easements serving the Property, including all mineral rights owned by Seller, which may be subject to lease, unless expressly reserved by Seller in the Contract and excluding mineral rights previously reserved or conveyed of record (collectively referred to as "the Property").

**2. PURCHASE PRICE, EARNEST MONEY, AND SOURCE OF FUNDS.** This is a CASH TRANSACTION unless a Financing Supplement is attached. The Purchase Price is \$ \_\_\_\_\_ payable by Buyer as follows: Within three (3) days of the Contract being fully executed by the Parties, Buyer, or Buyer's Broker, if applicable, must deliver \$ \_\_\_\_\_ as Earnest Money to \_\_\_\_\_, the holder of the trust account in which it will be deposited, as partial payment of the purchase price and/or closing costs. Buyer shall pay the balance of the purchase price and Buyer's Closing costs at Closing. If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 16, or both, by providing written notice to Buyer or Buyer's Broker before Buyer delivers the Earnest Money. If the last day to deliver the Earnest Money falls on a Saturday, Sunday, or legal holiday, the time to deliver the Earnest Money is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.

**3. CLOSING, FUNDING AND POSSESSION.** The Closing process includes execution of documents, delivery of deed and receipt of funds by Seller and shall be completed on or before \_\_\_\_\_, ("Closing Date") or such later date as may be

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necessary in the Title Evidence Paragraph of the Contract. Possession shall be transferred upon conclusion of Closing process unless otherwise provided below:

In addition to costs and expenses otherwise required to be paid in accordance with terms of the Contract, Buyer shall pay Buyer's Closing fee, Buyer's recording fees, and all other expenses required from Buyer. Seller shall pay documentary stamps required, Seller's Closing fee, Seller's recording fees, if any, and all other expenses required from Seller. Funds required from Buyer and Seller at Closing shall be paid by cash, cashier's check, wire transfer, or as determined by the provider of settlement services.

**4. ACCESSORIES, EQUIPMENT AND SYSTEMS.** The following items, if existing on the Property, unless otherwise excluded, shall remain with the Property at no additional cost to Buyer:

- Attic and ceiling fan(s)
- Bathroom mirror(s)
- Other mirrors, if attached
- Central vacuum & attachments
- Floor coverings, if attached
- Key(s) to the property
- Built-in and under cabinet/ counter appliance(s)
- Free standing slide-in/drop-in kitchen stove
- Built-in sound system(s)/ speaker(s)
- Lighting & light fixtures
- Fire, smoke and security system(s), if owned
- Shelving, if attached
- Fireplace inserts, logs, grates, doors and screens
- Free standing heating unit(s)
- Humidifier(s), if attached
- Water conditioning systems, if owned
- Window treatments & coverings, interior & exterior
- Storm windows, screens & storm doors
- Garage door opener(s) & remote transmitting unit(s)
- Fences (includes sub-surface electric & components)
- Mailboxes/Flag poles
- Outside cooking unit(s), if attached
- Propane tank(s) if owned
- **Generator(s) & Solar Panel(s), if owned**
- TV antennas/satellite dish system(s) and control(s), if owned
- Sprinkler systems & control(s)
- Swimming Pool/Spa equipment/accessories
- Attached recreational equipment
- Exterior landscaping and lighting
- Entry gate control(s)
- Water meter, sewer/trash membership, if owned
- All remote controls, if applicable
- Transferable Service Agreements and Product Warranties

New

**A. Additional Inclusions.** The following items shall also remain with the Property at no additional cost to Buyer:

\_\_\_\_\_

**B. Exclusions.** The following items shall not remain with the Property:

\_\_\_\_\_

**5. TIME PERIODS SPECIFIED IN CONTRACT.** Time periods for Investigations, Inspections and Reviews and Financing Supplement shall commence on \_\_\_\_\_ (Time Reference Date), regardless of the date the Contract is signed by Buyer and Seller. The day after the Time Reference Date shall be counted as day one (1). If left blank, the Time Reference Date shall be the third day after the last date of signatures of the Parties.

**6. RESIDENTIAL PROPERTY CONDITION DISCLOSURE.** No representations by Seller regarding the condition of Property or environmental hazards are expressed or implied, other than as specified in the Oklahoma Residential Property Condition Disclosure Statement ("Disclosure Statement") or the Oklahoma Property Condition Disclaimer Statement ("Disclaimer Statement"), if applicable. A real estate licensee has no duty to Seller or Buyer to conduct an independent inspection of the Property and has no duty to independently verify accuracy or completeness of any statement made by Seller in the Disclosure Statement and any amendment or the Disclaimer Statement.

**7. INVESTIGATIONS, INSPECTIONS AND REVIEWS.**

**A.** Buyer shall have \_\_\_\_\_ days (10 days if left blank) after the Time Reference Date to complete any investigations, inspections, and reviews. Seller shall have water, gas and electricity turned on and serving the Property for Buyer's inspections, and through the date of possession or Closing, whichever occurs first. If required by ordinance, Seller, or Seller's Broker, if applicable, shall deliver to Buyer, in care of Buyer's Broker, if applicable, within five (5) days after the Time Reference Date any written notices affecting the Property.

**B.** Buyer, together with persons deemed qualified by Buyer and at Buyer's expense, shall have the right to enter upon the Property to conduct any and all investigations, inspections, and reviews of the Property. Buyer's right to enter upon the Property shall extend to Oklahoma-licensed Home Inspectors and licensed architects for purposes of performing a home inspection. Buyer's right to enter upon the Property shall also extend to registered professional engineers, professional craftsman and/or other individuals retained by Buyer to perform a limited or specialized investigation, inspection or review of the Property pursuant to a license or registration from the appropriate State licensing board, commission or department. Finally, Buyer's right to enter upon the Property shall extend to any

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other person representing Buyer to conduct an investigation, inspection and/or review which is lawful but otherwise unregulated or unlicensed under Oklahoma Law. Buyer's investigations, inspections, and reviews may include, but not be limited to, the following:

1. **Disclosure Statement or Disclaimer Statement unless exempt**
2. **Flood, Storm Run off Water, Storm Sewer Backup or Water History**
3. **Psychologically Impacted Property and Megan's Law**
4. **Hazard Insurance** (Property insurability)
5. **Environmental Risks**, including, but not limited to soil, air, water, hydrocarbon, chemical, carbon, asbestos, mold, radon gas, lead-based paint
6. **Roof**, structural members, roof decking, coverings and related components
7. **Home Inspection**
8. **Structural Inspection**
9. **Fixtures, Equipment and Systems Inspection**. All fixtures, equipment and systems relating to plumbing (including sewer/septic system and water supply), heating, cooling, electrical, built-in appliances, swimming pool, spa, sprinkler systems, and security systems
10. **Termites and other Wood Destroying Insects Inspection**
11. **Use of Property**. Property use restrictions, building restrictions, easements, restrictive covenants, zoning ordinances and regulations, mandatory Homeowner Associations and dues
12. **Square Footage**. Buyer shall not rely on any quoted square footage and shall have the right to measure the Property.
13. \_\_\_\_\_

**C. TREATMENTS, REPAIRS AND REPLACEMENTS (TRR).**

1. **TREATMENT OF TERMITES AND OTHER WOOD DESTROYING INSECTS**. Treatment and repair cost in relation to termites and other wood destroying insects shall be limited to the residential structure, garage(s) and other structures as designated in Paragraph 13 of the Contract and as provided in subparagraph C2b below.

2. **TREATMENTS, REPAIRS, AND REPLACEMENTS REVIEW**. Buyer or Buyer's Broker, if applicable, within 24 hours after expiration of the time period referenced in Paragraph 7A of the Contract, shall deliver to Seller, in care of the Seller's Broker, if applicable, a copy of all written reports obtained by Buyer, if any, pertaining to the Property and Buyer shall select one of the following:

a. If, in the sole opinion of the Buyer, results of Investigations, Inspections or Reviews are unsatisfactory, the Buyer may cancel the Contract by delivering written notice of cancellation to Seller, in care of Seller's Broker, if applicable, and receive refund of Earnest Money.

OR

b. Buyer, upon completion of all Investigations, Inspections and Reviews, waives Buyer's right to cancel as provided in 7C2a above, by delivering to Seller, in care of Seller's Broker, if applicable, a written list on a Notice of Treatments, Repairs, and Replacements form (TRR form) of those items to be treated, repaired or replaced (including repairs caused by termites and other wood destroying insects) that are not in normal working order (defined as the system or component functions without defect for the primary purpose and manner for which it was installed. Defect means a condition, malfunction or problem, which is not decorative, that will have a materially adverse effect on the value of a system or component).

i. Buyer and Seller shall have \_\_\_\_\_ days (7 days if blank) after the Buyer's or Buyer's Broker, if applicable, Delivery of the completed TRR form to negotiate the Treatment, Repair, or Replacement items. If a written agreement is reached, Seller shall complete all agreed Treatments, Repairs, or Replacements prior to the Closing Date at Seller's expense (unless otherwise agreed to in writing). If a written agreement is not reached within the time specified in this provision, Seller and Buyer authorize the holder of the Earnest Money, without any further written consent or authorization from either party, to release the Earnest Money to the Buyer and the Contract shall terminate. Buyer, at Buyer's sole option may deliver notice to Seller or Seller's Broker, if applicable, no later than the time specific in this provision that Buyer accepts the property in its present condition and will proceed to Closing and all other provisions of the Contract shall remain in full force and effect.

New Language 2025

**D. EXPIRATION OF BUYER'S RIGHT TO CANCEL CONTRACT.**

1. Failure of Buyer to complete one of the following within the time periods in Investigations, Inspections, or Reviews Paragraph shall constitute acceptance of the Property regardless of its condition:

- a. Perform any Investigations, Inspections or Reviews;
- b. Deliver a written list on a TRR form of items to be treated, repaired and replaced; or
- c. Cancel the Contract

2. After expiration of the time periods in Investigations, Inspections and Reviews Paragraph, Buyer's inability to obtain a loan based on unavailability of hazard insurance coverage shall not relieve the Buyer of the obligation to close transaction.

3. After expiration of the time periods in Investigations, Inspections and Reviews Paragraph, any square footage calculation of the

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dwelling, including but not limited to appraisal or survey, indicating more or less than quoted, shall not relieve the Buyer of the obligation to close this transaction.

**E. INSPECTION OF TREATMENTS, REPAIRS AND REPLACEMENTS AND FINAL WALK-THROUGH.**

- 1. Buyer, or other persons Buyer deems qualified, may perform re-inspections of Property pertaining to Treatments, Repairs and Replacements.
- 2. Buyer may perform a final walk-through inspection, which Seller may attend. Seller shall deliver Property in the same condition as it was on the date upon which Contract was signed by Buyer (ordinary wear and tear excepted) subject to Treatments, Repairs and Replacements.
- 3. All inspections and re-inspections shall be paid by Buyer, unless prohibited by mortgage lender.

**8. RISK OF LOSS.** Until transfer of Title or transfer of possession, risk of loss to the Property, ordinary wear and tear excepted, shall be upon Seller; after transfer of Title or transfer of possession, risk of loss shall be upon Buyer. (Parties are advised to address insurance coverage regarding transfer of possession prior to Closing).

**9. ACCEPTANCE OF PROPERTY.** Buyer, upon accepting Title or transfer of possession of the Property, shall be deemed to have accepted the Property in its then condition. No warranties, expressed or implied, by Sellers, Brokers and/or their associated licensees, with reference to the condition of the Property, shall be deemed to survive the Closing.

**10. TITLE EVIDENCE.**

**A. SELLER'S EXPENSE.** Seller, at Seller's expense shall complete within thirty (30) days prior to Closing Date, agrees to make available to Buyer the following:

- 1. A complete and current surface-rights-only Abstract of Title, certified by an Oklahoma-licensed and bonded abstract company;
- OR**
- A copy of Seller's existing owner's title insurance policy issued by a title insurer licensed in the State of Oklahoma together with a supplemental and current surface-rights-only abstract certified by an Oklahoma-licensed and bonded abstract company;
  - 2. A current Uniform Commercial Code Search Certificate.

**B. BUYER'S EXPENSE.** Buyer, at Buyer's expense, shall obtain:  
(check one)

- Commitment for issuance of a title insurance policy based on an Attorney's Title Opinion which is rendered for the title insurance purposes for the Owner's or Lender's title insurance policy.
- OR**
- Attorney's Title Opinion, which is not rendered for title insurance purposes.

**C. LAND OR BOUNDARY SURVEY OR REPORT.** Seller agrees that Buyer may have a licensed survey or enter upon the Property to perform: (check one)

- a Land or Boundary (Pin Stake) Survey, or
- a Mortgage Inspection Report
- Buyer elects not to receive any Land or Boundary Report/ Survey or Mortgage Inspection Report, unless required by Title or law

Revised Format

The expense of the Land or Boundary Report or Survey shall be paid by: (check one)  Buyer  Seller

The (1) Abstract of Title, (2) Commitment for Title Insurance or Attorney's Title Opinion, (3) the Uniform Commercial Code Search Certificate, and (4) the Survey or Mortgage Inspection Report, if selected, collectively constitutes the "Title Evidence."

**D. BUYER TO EXAMINE TITLE EVIDENCE.**

- 1. Buyer shall have ten (10) days after receipt to examine the Title Evidence and to deliver Buyer's objections or requirements to Title to Seller or Seller's Broker, if applicable. In the event the Title Evidence is not made available to Buyer within ten (10) days prior to Closing Date, said Closing Date shall be extended to allow Buyer the ten (10) days from receipt to examine the Title Evidence and to deliver Buyer's objections or requirements to Title to Seller or Seller's Broker, if applicable.
- 2. Buyer agrees to accept title subject to: (i) utility easements serving the property, (ii) building and use restrictions of record, (iii)

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set back and building lines, (iv) zoning regulations, and (v) reserved and severed mineral rights, which shall not be considered objections for requirements of Marketable Title.

**E. SELLER TO CORRECT ISSUES WITH TITLE (IF APPLICABLE), POSSIBLE CLOSING DELAY.** Upon receipt by Seller, or in care of Seller's Broker, if applicable, of any title requirements reflected in an Attorney's Title Opinion or Title Insurance Commitment, based upon the standards of marketable title set out in the Title Examination Standards of the Oklahoma Bar Association, the Parties agree to the following:

Clarified in 2025

- 1. At Seller's option and expense, Seller may cure title requirements identified by Buyer; and
- 2. Delay Closing Date for \_\_\_\_\_ days (30 days if left blank), beyond the Closing Date referenced in Paragraph 3, or a longer period as may be agreed upon in writing, to allow Seller to cure Buyer's Title requirements. In the event Seller cures Buyer's objection prior to the delayed Closing Date, Buyer and Seller agree to close within five (5) days of notice of such cure. In the event that Title requirements are not cured within the time specified in this subparagraph, the Buyer may cancel the Contract and Seller and Buyer authorize the holder of the Earnest Money to release the Earnest Money to the Buyer and the Contract shall terminate.

F. Upon Closing, any existing Abstract(s) of Title owned by Seller, shall become the property of Buyer.

**11. TAXES, ASSESSMENTS AND PRORATIONS.**

- A. General ad valorem taxes for the current calendar year shall be prorated through the date of closing, if certified. However, if the amount of such taxes has not been fixed, the proration shall be based upon the rate of levy for the previous calendar year and the most current assessed value available at the time of Closing.
- B. The following items shall be paid by Seller at Closing: (i) Documentary Stamps; (ii) all utility bills, actual or estimated; (iii) all taxes other than general ad valorem taxes which are or may become a lien against the Property; (iv) any labor, materials, or other expenses related to the Property, incurred prior to Closing which is or may become a lien against the Property.
- C. At Closing all leases, if any, shall be assigned to Buyer and security deposits, if any, shall be transferred to Buyer. Prepaid rent and lease payments shall be prorated through the date of Closing.
- D. If applicable, membership and meters in utility districts to include, but not limited to, water, sewer, ambulance, fire, garbage, shall be transferred at no cost to Buyer at Closing.
- E. If the property is subject to a mandatory Homeowner's Association, dues and assessments, if any, based on most recent assessment, shall be prorated through the date of Closing. Any fees or costs associated with a statement of Homeowner's Association proof of current status and/or transfer of Homeowner's Association membership would be at expense of Seller.
- F. All governmental and municipal special assessments against the property (matured or not matured), not to include Homeowner's Association special assessments, whether or not payable in installments, shall be paid in full by Seller at Closing.

**12. RESIDENTIAL SERVICE AGREEMENT.**

(check one)

- A.  The Property shall not be covered by a Residential Service Agreement.
  - B.  Seller currently has a Residential Service Agreement in effect on the Property. Seller, at Seller's expense, shall transfer the agreement with one (1) year coverage to the Buyer at Closing.
  - C.  The Property shall be covered by a Residential Service Agreement selected by the Buyer at an approximate cost of \$\_\_\_\_\_. Seller agrees to pay \$\_\_\_\_\_ and Buyer agrees to pay the balance.
- The Seller and Buyer acknowledge that the real estate broker(s) may receive a fee for services provided in connection with the Residential Service Agreement.  
Buyer acknowledges that a Residential Service Agreement does not replace/substitute Property inspection rights.

**13. ADDITIONAL PROVISIONS.**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**14. MEDIATION.** Any dispute arising with respect to the Contract shall first be submitted to a dispute resolution mediation system servicing the area in which the Property is located. Any settlement agreement shall be binding. In the event an agreement is not reached, the Parties may pursue legal remedies as provided by the Contract.

**15. CHOICE OF LAW AND FORUM.** This Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma,

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without giving effect to any choice of law or conflict of law rules or principles that would cause the application of the laws of any jurisdiction other than the State of Oklahoma. The Parties agree that any legal action brought for any disputes, claims, and causes of action arising out of or related to this Contract shall be decided in a Oklahoma State Court in the County in which the Property is located or a Federal Court having jurisdiction over the County in which the Property is located.

**16. BREACH AND FAILURE TO CLOSE.** Seller or Buyer shall be in breach of this Contract if either fails to comply with any material covenant, agreement, or obligation within the time limits required by this Contract. **TIME IS OF THE ESSENCE IN THIS CONTRACT.**

**A. UPON BREACH BY SELLER.** If the Buyer performs all of the obligations of Buyer, and Seller fails to convey the Title or fails to perform any other obligations of the Seller under this Contract, then Buyer shall be entitled to: (i) terminate this Contract upon delivery of written notice of termination to Seller, or Seller's Broker, if applicable, return the abstract to Seller and receive a refund of the Earnest Money, or (ii) pursue any other remedy available at law or in equity, including specific performance.

**B. UPON BREACH BY BUYER.** If at any time prior to closing the Buyer's Earnest Money should fail for lack of delivery or lack of collection pursuant to Paragraph 2, then Seller may, at Seller's option, elect to do one of the following: (i) terminate this Contract upon delivery of written notice of termination to Buyer, or Buyer's Broker, if applicable, (ii) pursue any other remedy available at law or in equity, or (iii) enter into a written agreement between Buyer and Seller modifying the terms of Paragraph 2 to cure the lack of delivery or lack of collection of the Earnest Money. If, after the Seller has performed Seller's obligation under this Contract, and Buyer fails to provide funding, or fails to perform any other obligations of the Buyer under this Contract, then the Seller may, at Seller's option, cancel and terminate this Contract and retain all sums paid by the Buyer, but not to exceed 5% of the purchase price, as liquidated damages, or pursue any other remedy available at law or in equity, including specific performance.

**17. INCURRED EXPENSES AND RELEASE OF EARNEST MONEY.**

**A. INCURRED EXPENSES.** Buyer and Seller agree that any expenses, incurred on their behalf, shall be paid by the Party incurring such expenses and shall not be paid from Earnest Money.

**B. RELEASE OF EARNEST MONEY.** Except where the release of Earnest Money is authorized by the Parties under Section 7.C.2.b.i. and Section 10.E.2, in the event a dispute arises prior to the release of Earnest Money held in escrow, the escrow holder shall retain said Earnest Money until one of the following occur:

1. A written release is executed by Buyer and Seller agreeing to its disbursement;
2. Agreement of disbursement is reached through Mediation;
3. Interpleader or legal action is filed, at which time the Earnest Money shall be deposited with the Court Clerk; or
4. The passage of thirty (30) days from the date of final termination of the Contract has occurred and options 1), 2) or 3) above have not been exercised; Broker escrow holder, at Broker's discretion, may disburse Earnest Money. Such disbursement may be made only after fifteen (15) days written notice to Buyer and Seller at their last known address stating the escrow holder's proposed disbursement.
5. In the event Earnest Money is held in escrow at a title company, the Earnest Money may only be released pursuant to paragraph 17(B)(1), (2), or (3).

**18. DELIVERY OF ACCEPTANCE OF OFFER OR COUNTEROFFER.** The Buyer and Seller authorize their respective Brokers, if applicable, to receive delivery of an accepted offer or counteroffer, and any related addenda and/or documents.

**19. NON-FOREIGN SELLER.** Seller represents that at the time of acceptance of this contract and at the time of Closing, Seller is not a "foreign person" as such term is defined in the Foreign Investments in Real Property Tax Act of 1980 (26 USC Section 1445(f) et. Sec ("FIRPTA"). If either the sales price of the property exceeds \$300,000.00 or the buyer does not intend to use the property as a primary residence then, at the Closing, and as a condition thereto, Seller shall furnish to Buyer an affidavit, in a form and substance acceptable to Buyer, signed under penalty of perjury containing Seller's United States Social Security and/or taxpayer identification numbers and a declaration to the effect that Seller is not a foreign person within the meaning of Section "FIRPTA."

**20. BUYER AFFIDAVIT COMPLIANCE.** Buyer represents that at the time of submission of this purchase offer and at the time of Closing, Buyer is either (a) a U.S. Citizen, Native American, or non-citizen / alien who is or shall become a bona fide resident of the State of Oklahoma, or (b) a business entity or trust in compliance with 60 O.S. § 121—122. Buyer further represents that Buyer is eligible to execute the required Affidavit of Land or Mineral Ownership provided by the Attorney General of the State of Oklahoma as required by 60 O.S. § 121.

**21. TERMINATION OF OFFER.** The above Offer shall automatically terminate on \_\_\_\_\_ at \_\_\_\_\_  a.m. /  p.m. (check one), unless withdrawn prior to acceptance or termination.

**OFFER REJECTED AND SELLER IS NOT MAKING A COUNTEROFFER** \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Seller's Signature

\_\_\_\_\_  
Seller's Signature

Buyer's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_ Initials are for acknowledgment purposes only **27**

**22. EXECUTION BY PARTIES.**

**AGREED TO BY BUYER:**

\_\_\_\_\_  
Buyer's Printed Name Date

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Buyer's Printed Name Date

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Buyer's Printed Name Date

\_\_\_\_\_  
Buyer's Signature

**AGREED TO BY SELLER:**

\_\_\_\_\_  
Seller's Printed Name Date

\_\_\_\_\_  
Seller's Signature

\_\_\_\_\_  
Seller's Printed Name Date

\_\_\_\_\_  
Seller's Signature

\_\_\_\_\_  
Seller's Printed Name Date

\_\_\_\_\_  
Seller's Signature

**ASSOCIATE INFORMATION**

**BUYER'S BROKER/ASSOCIATE:**

\_\_\_\_\_  
Name and OREC Associate License Number

\_\_\_\_\_  
OREC Company Name

\_\_\_\_\_  
OREC Company License Number

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Company Phone Number

\_\_\_\_\_  
Associate Email

\_\_\_\_\_  
Associate Phone Number

**SELLER'S BROKER/ASSOCIATE:**

\_\_\_\_\_  
Name and OREC Associate License Number

\_\_\_\_\_  
OREC Company Name

\_\_\_\_\_  
OREC Company License Number

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Company Phone Number

\_\_\_\_\_  
Associate Email

\_\_\_\_\_  
Associate Phone Number

Expanded Contact Information in 2025

Buyer's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_ Initials are for acknowledgment purposes only

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**OKLAHOMA REAL ESTATE COMMISSION**

*This is a legally binding Contract; if not understood, seek advice from an attorney.*

**COOPERATIVE COMPENSATION SUPPLEMENT**

This Cooperative Compensation Supplement, which is attached to and part of the Oklahoma Uniform Contract of Sale of Real Estate, relates to the following described real estate:

1. The undersigned parties hereby agree that Seller shall compensate the cooperative Licensed Real Estate Brokerage ("Buyer's Broker") for professional services in the amount of \$\_\_\_\_\_ or \_\_\_\_% of the final gross sales price.
2. Compensation shall be included in the final sales price of the property described above.
3. Compensation is due and payable upon the successful closing of the sale. Seller and Buyer authorize payment to Buyer's Broker at closing in accordance with this Supplement.
4. This Supplement shall be binding upon, and inure to the benefit of, the parties hereto, and their respective heirs, executors, administrators, successors, and assigns. Any assignment of the sales contract shall include the terms of this Cooperative Compensation Supplement and shall be binding on the assignee.
5. The undersigned parties acknowledge that they have read, understand, and agree to the terms of this Cooperative Compensation Supplement.

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Brokerage Company Name

\_\_\_\_\_  
Brokerage Company Name

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**OKLAHOMA REAL ESTATE COMMISSION**

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**FHA INSURED LOAN SUPPLEMENT**

This financing supplement, which is attached to and part of the Oklahoma Uniform Contract of Sale of Real Estate, relates to the following described real estate:

**Buyer acknowledges that all explanations, representations and disclosures relating to the terms and conditions of the loan(s) below are the responsibility of the Lender and not the Seller, Seller's Broker, or Buyer's Broker and their associated licensees. This financing supplement is made an integral part of the Contract. All provisions of the Contract shall remain in full force and effect.**

**1. LOAN.** The Contract is contingent upon Buyer qualifying for a FHA Insured Loan in the amount of \$ \_\_\_\_\_ plus Mortgage Insurance Premium (MIP). If the Buyer is unable to secure financing and provides written notice to Seller, or Seller's Broker, if applicable, within the time period provided in the Closing, Funding and Possession paragraph of the Contract, the earnest money shall be refunded to Buyer subject to appropriate written authorization from all Parties to the Contract.

**Within five (5) days from Time Reference Date, Buyer shall either:**

**A. Make application for the described loan, or any other such loan Buyer deems acceptable, and proceed diligently to obtain such loan. Buyer shall pay initial loan fees including property appraisal and credit report fees at the earliest time permitted by federal regulation. Buyer shall instruct Lender to immediately begin the loan approval process. Buyer shall also instruct Lender to issue a written statement of conditional loan approval (not final loan commitment) to Seller, in care of Seller's Broker, if applicable, within \_\_\_\_\_ days (10 days if left blank) of the Time Reference Date regarding the following:**

1. Review and approval of Buyer's credit worthiness, income and funds necessary to Close.
2. Confirmation that Buyer has paid initial processing fees.
3. Property appraisal has been ordered.
4. Loan approval is not subject to sale or closing of Buyer's current property unless stated elsewhere in this Contract.

**OR**

**B. Give notice to Seller that the loan terms are unacceptable, cancel the Contract by delivering written notice of cancellation to Seller and receive a refund of earnest money.**

**If within the time specified above, a written statement of loan approval is not delivered to Seller, Seller may provide Buyer written notice of intent to cancel and terminate the Contract. Upon Seller providing notice to Buyer of Seller's intent to cancel, the Contract shall be terminated upon the fourth day following delivery of notice. However, if Buyer delivers to Seller a written statement of loan approval before the end of the fourth day, the Contract shall remain in full force and effect.**

All notices provided for in this subparagraph may be delivered to the Parties through their Broker, if applicable.

**2. BUYER'S FHA DOWN PAYMENT AND LOAN COSTS.**

**A. In addition to any other costs required by the Contract, except to the extent provided in part B of this Paragraph, Buyer shall pay at the time of Closing:**

1. Down payment (per FHA minimum investment requirements)
2. Prepaid first year's hazard insurance premium and, if required, flood insurance premium
3. Prepaid tax and insurance escrow deposits as required by Lender
4. Prepaid interest beginning the day of Closing through the end of the month
5. Buyer's FHA "allowable" Closing costs, including if applicable, origination fee.

Buyer's Initials \_\_\_\_\_

Seller's Initials \_\_\_\_\_

Initials are for acknowledgment purposes only

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B. Regarding the Buyer's Loan Costs Referenced above, Seller agrees to pay at time of Closing, on behalf of the Buyer, FHA Closing costs and/or loan discount points, not to exceed \$ \_\_\_\_\_, which includes prepaids, escrows, origination fee and other FHA "allowables."

3. APPRAISAL REQUIREMENTS. In the event repairs are required by the FHA appraisal that are not otherwise mutually agreed, then Buyer and Seller shall have five (5) days from being so advised to agree on an acceptable arrangement regarding the costs of those repairs. If a written agreement is not reached within the time specified in this provision, this contract shall terminate and earnest money will be returned to the Buyer.

4. ADDITIONAL PROVISIONS.

5. EXECUTION BY PARTIES.

Buyer's Signature	Date	Seller's Signature	Date
Buyer's Signature	Date	Seller's Signature	Date
Buyer's Signature	Date	Seller's Signature	Date

**(In the event of a counteroffer on an OREC counteroffer form, Seller(s) initial all pages and do not sign)**

Buyer's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_ Initials are for acknowledgment purposes only

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**FHA REAL ESTATE CERTIFICATION**

(To be signed by Buyer and Seller even if counteroffer is attached)

We, the undersigned Seller(s), Buyer(s) and Seller's Broker and Buyer's Broker involved in the sale transaction, each certify that the terms and conditions of the Sale of Real Estate Contract are, to the best of our knowledge, the entire agreement between the Parties and that any other agreement(s), Counteroffers or addendum(s) entered into by any of these Parties in connection with this real estate transaction is a part of, or attached to, the Contract of Sale of Real Estate.

_____ Buyer's Signature	_____ Date	_____ Seller's Signature	_____ Date
_____ Buyer's Signature	_____ Date	_____ Seller's Signature	_____ Date
_____ Buyer's Signature	_____ Date	_____ Seller's Signature	_____ Date
_____ Buyer's Broker Signature	_____ Date	_____ Seller's Broker Signature	_____ Date

**AMENDATORY CLAUSE**

(To be signed by Buyer and Seller even if counteroffer is attached)

It is expressly agreed that, notwithstanding any other provisions of the Contract and this supplement, the Buyer shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of Earnest money deposits or otherwise unless Lender has delivered to the Buyer a written statement issued by the Federal Housing Commission or Direct Endorsement Lender, setting forth the appraised value of the Property (excluding closing costs) of not less than \$\_\_\_\_\_ which statement the Lender hereby agrees to deliver to the Buyer promptly after the appraised value statement is made available to the Lender. The Buyer shall, however, have the privilege and option of proceeding with the consummation of the Contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development (HUD) will insure. HUD does not warrant the value or the condition of the Property. The Buyer should satisfy himself/herself that the price or condition of the Property is acceptable.

_____ Buyer's Signature	_____ Date	_____ Seller's Signature	_____ Date
_____ Buyer's Signature	_____ Date	_____ Seller's Signature	_____ Date
_____ Buyer's Signature	_____ Date	_____ Seller's Signature	_____ Date

Buyer's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_ Initials are for acknowledgment purposes only

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**OKLAHOMA REAL ESTATE COMMISSION**

*This is a legally binding Contract; if not understood, seek advice from an attorney.*

**SELLER'S COUNTEROFFER**

1. **COUNTEROFFER.** The undersigned Seller(s) offers to sell the real estate described above, in accordance with the terms and conditions of the Oklahoma Uniform Contract of Sale of Real Estate and, if included, any Supplement(s) attached and made a part of the Oklahoma Uniform Contract of Sale of Real Estate and, if included, the Supplement(s) are amended and modified as follows on this date \_\_\_\_\_:

**Contract of Sale of Real Estate (Select all that apply):**

- (2) Purchase Price: \$ \_\_\_\_\_
- (2) Earnest Money: \$ \_\_\_\_\_
- (2) Trust Account Earnest Money shall be deposited: \_\_\_\_\_
- (3) Closing Date: \_\_\_\_\_
- (4b) Exclusions: \_\_\_\_\_  
\_\_\_\_\_
- (5) Time Reference Date: \_\_\_\_\_
- (7A) Days to Inspect: \_\_\_\_\_
- (7C2i) Days to Negotiate TRR: \_\_\_\_\_

- (10c) Land or Boundary Survey or Report shall be (check one):  
 Buyer's Expense  Seller's Expense
- (12) Residential Service Agreement (RSA):  
 A. The property **shall not** be covered by a Residential Service Agreement  
 C. The property **shall** be covered by a RSA selected by the Buyer at an approximate cost of \$ \_\_\_\_\_. Seller Agrees to pay \$ \_\_\_\_\_ and Buyer agrees to pay the balance.
- (13) Additional Provisions: \_\_\_\_\_  
\_\_\_\_\_

**Supplement(s):**

\_\_\_\_\_

2. **OTHER TERMS.** All the other terms and conditions of the attached Contract of Sale of Real Estate and, if included, the Supplement(s) shall remain the same. In the event of a conflict between the terms and conditions in this Counteroffer and the terms and conditions of the attached Contract of Sale of Real Estate and, if included, Supplement(s), the terms and conditions of the Counteroffer shall govern.

3. **ACCEPTANCE TIME.** The foregoing Counteroffer is made subject to acceptance in writing by Buyer, and the return of an executed copy to Seller's Broker, if applicable, on or before this date and time \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_ m, at which time this counteroffer will terminate, unless withdrawn prior to acceptance or termination.

\_\_\_\_\_  
Seller (Print or Type Seller's Name) (Signature)

\_\_\_\_\_  
Seller (Print or Type Seller's Name) (Signature)

4. **BUYER'S ACCEPTANCE OF COUNTEROFFER.** On this date \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_ m accepts the foregoing Counteroffer and agrees to purchase the above-described Property on terms and conditions set forth in the Counteroffer.

\_\_\_\_\_  
Buyer (Print or Type Buyer's Name) (Signature)

\_\_\_\_\_  
Buyer (Print or Type Buyer's Name) (Signature)

5. **BUYER'S REJECTION OR MODIFICATION OF SELLER'S COUNTEROFFER.** On this date \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_ m, the Buyer(s), by initialing these blanks \_\_\_\_\_ (Buyer's Initials)

- (check only one):  **REJECTS** foregoing counteroffer.
- MODIFIES** Seller's Counteroffer is modified as indicated by the Buyer's Counteroffer to Seller's Counteroffer form.

**NOTE:** All amendments and modifications to the submitted Contract of Sale of Real Estate and, if included, supplement(s) and related addenda should be set forth on this Counteroffer only. Signatures on this form by all parties shall constitute a fully executed Contract of Sale of Real Estate. Seller should only sign this Counteroffer and the Acknowledgement and Confirmation of Disclosures form and, if applicable, the Real Estate Certification at the bottom of the applicable Financing Agreement. **BY INITIALING BELOW, BUYER AND SELLER ARE CONFIRMING RECEIPT OF THIS COUNTEROFFER.**

Buyer's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_ Initials are for acknowledgment purposes only

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**OKLAHOMA REAL ESTATE COMMISSION**

*This is a legally binding Contract; if not understood, seek advice from an attorney.*

**BUYER'S COUNTEROFFER TO SELLER'S COUNTEROFFER**

**1. COUNTEROFFER.** The undersigned Buyers(s) agrees to the Seller's Counteroffer for the purchase of the real estate described above **EXCEPT FOR** the Buyer's deletions, amendments or modifications as follows on this date \_\_\_\_\_ :

**Contract of Sale of Real Estate (Select all that apply):**

- (2) Purchase Price: \$ \_\_\_\_\_
- (2) Earnest Money: \$ \_\_\_\_\_
- (2) Trust Account Earnest Money shall be deposited: \_\_\_\_\_
- (3) Closing Date: \_\_\_\_\_
- (4b) Exclusions: \_\_\_\_\_  
\_\_\_\_\_
- (5) Time Reference Date: \_\_\_\_\_
- (7A) Days to Inspect: \_\_\_\_\_
- (7C2) Days to Negotiate TRR: \_\_\_\_\_

- (10c) Land or Boundary Survey or Report shall be (check one):  
 Buyer's Expense  Seller's Expense
- (12) Residential Service Agreement (RSA):  
 A. The property **shall not** be covered by a Residential Service Agreement  
 C. The property **shall** be covered by a RSA selected by the Buyer at an approximate cost of \$\_\_\_\_\_. Seller Agrees to pay \$\_\_\_\_\_ and Buyer agrees to pay the balance.
- (13) Additional Provisions: \_\_\_\_\_  
\_\_\_\_\_

**Supplement(s):**

\_\_\_\_\_

**2. OTHER TERMS.** All the other terms and conditions of the attached Contract of Sale of Real Estate and, if included, the Supplement(s) shall remain the same. In the event of a conflict between the terms and conditions in this Counteroffer and the terms and conditions of the attached Contract of Sale of Real Estate and, if included, Supplement(s), the terms and conditions of the Buyer's Counteroffer shall govern.

**3. ACCEPTANCE TIME.** The foregoing Counteroffer is made subject to acceptance in writing by Seller, and the return of an executed copy to Seller's Broker, if applicable, on or before this date and time \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_, m, at which time this counteroffer will terminate, unless withdrawn prior to acceptance or termination.

\_\_\_\_\_  
Buyer (Print or Type Buyer's Name) (Signature)

\_\_\_\_\_  
Buyer (Print or Type Buyer's Name) (Signature)

**4. SELLER'S ACCEPTANCE OF COUNTEROFFER.** On this date \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_, m Seller accepts the foregoing Buyer's Counteroffer and agrees to sell the above-described Property on terms and conditions set forth in the Buyer's Counteroffer.

\_\_\_\_\_  
Seller (Print or Type Seller's Name) (Signature)

\_\_\_\_\_  
Seller (Print or Type Seller's Name) (Signature)

**5. SELLER'S REJECTION OR MODIFICATION OF BUYER'S COUNTEROFFER.** On this date \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_, m, the Seller(s), by initialing these blanks \_\_\_\_\_ (Seller's Initials)

- (check only one):  **REJECTS** foregoing counteroffer.  
 **MODIFIES** Buyer's Counteroffer is modified as indicated by the Seller's Counteroffer.

**NOTE:** All amendments and modifications to the submitted Contract of Sale of Real Estate and, if included, supplement(s) and related addenda should be set forth on this Counteroffer only. **Signatures on this form by all parties shall constitute a fully executed Contract of Sale of Real Estate.** Seller should only sign this Counteroffer and the Acknowledgement and Confirmation of Disclosures form and, if applicable, the Real Estate Certification at the bottom of the applicable Financing Agreement. **BY INITIALING BELOW, BUYER AND SELLER ARE CONFIRMING RECEIPT OF THIS COUNTEROFFER.**

Buyer's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_ Initials are for acknowledgment purposes only

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**OKLAHOMA REAL ESTATE COMMISSION**

*This is a legally binding Contract; if not understood, seek advice from an attorney.*

**NOTICE OF TREATMENTS, REPAIRS, AND REPLACEMENTS (TRR)**

This notice is provided in accordance with the Treatment, Repairs, and Replacements Paragraph of the Contract between the undersigned Buyer and Seller relating to the following described real estate:

As previously agreed in the purchase contract, attached are copies of all written reports obtained by Buyer, unless previously submitted to Seller. Buyer requests: (check one)

- 1. **NO TREATMENTS, REPAIRS, OR REPLACEMENTS** in connection with Buyer's investigations.
- 2. **The following** Treatments, Repairs, and Replacements. Buyer and Seller shall have the time agreed to negotiate items to be completed and paid for by the Seller prior to the Closing Date:

**A. TREATMENT OF TERMITE AND OTHER WOOD-DESTROYING INSECTS: (check one)**

- Treatment Required
- Treatment **NOT** Required

**B. REPAIRS AND REPLACEMENTS.**

See attached page(s) for additional Treatments, Repairs, and Replacements requested by Buyer.

**SUBMITTED BY BUYER:**

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Date

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**SELLER'S RESPONSE TO TRRS**

In Response to the Buyer's requested Treatments, Repairs, and Replacements, **Seller: (check one)**

- 1. ACCEPTS** Buyer's request for Treatments, Repairs, and Replacements. Seller agrees to pay for and complete the treatments, repairs, and replacements prior to the Closing Date.
- 2. MODIFIES** the Buyer's request for Treatments, Repairs, and Replacements. All other Treatments, Repairs, and Replacements requested by Buyer shall be in force unless modified below:

\_\_\_\_\_  
Seller's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller's Signature

\_\_\_\_\_  
Date

**BUYER'S AGREEMENT TO SELLER'S MODIFIED TRRS  
(BUYER ONLY SIGNS IF MODIFIED)**

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Date

*If buyer does not agree to Seller's modifications, buyer shall submit a new Notice of TRR.*

**Added in 2025**

**BUYER'S ELECTION TO ACCEPT PROPERTY IN ITS PRESENT CONDITION**

Buyer requested Seller complete and pay in full all the Treatments, Repairs and Replacements listed in this Notice however, no agreement has been reached with the Seller. Buyer hereby elects to accept the Property in its present condition, without correction of, or other action, by the Seller with respect to the Treatments, Repairs and Replacements listed in this Notice. All other provision of the Contract shall remain in full force and effect.

This election by the Buyer does not require Seller's signature to be binding if delivered prior to the date specified in Treatments, Repairs, and Replacements Review paragraph of the Contract.

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Date

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**OKLAHOMA REAL ESTATE COMMISSION**

*This is a legally binding Contract; if not understood, seek advice from an attorney.*

**NOTICE OF CANCELLATION  
OF OKLAHOMA UNIFORM CONTRACT OF SALE OF REAL ESTATE**

**BUYER'S NOTICE OF CANCELLATION AS OF THE DATE SIGNED BELOW**

- As provided in the Treatment, Repairs, Replacements and Reviews Paragraph of the Contract, Buyer's investigations, inspections and reviews are unsatisfactory. (Do not check this box if Conditional Cancellation is checked below).
- As provided in the Title Evidence Paragraph of the Contract, due to Failure of Seller to Cure Title Objections.
- As provided in the Breach and Failure to Close by Seller Paragraph of the Contract.
- As provided in the Financing Supplement, the Property appraised for less than the purchase price.
- As provided in the Financing Supplement, the loan terms were unobtainable, or the loan terms are unacceptable.
- As provided in the Financing Supplement, the Buyer is unable to secure final financing after having obtained conditional loan approval.
- As provided in the Additional Provisions in the Contract or a Supplement.

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Date

**SELLER'S NOTICE OF CANCELLATION AS OF THE DATE SIGNED BELOW**

- Seller is canceling the contract in accordance with paragraph 2 of the purchase contract where it states "if Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under paragraph 16 or both, by providing notice to the Buyer before the Buyer delivers the earnest money." Seller is exercising their choice to apply section 16Bi of the purchase contract.
- As provided in the Breach and Failure to Close By Buyer Paragraph of the Contract.
- As provided in the Financing Supplement, the Seller was not provided written notice of loan approval within time specified.
- As provided in the Treatment, Repairs, Replacements and Reviews Paragraph of the Contract section 7.C.b.i., a written agreement was not reached within the specific time-frame. The Contract is terminated, and the Earnest Money shall be returned to Buyer (unless otherwise agreed).

\_\_\_\_\_  
Seller's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller's Signature

\_\_\_\_\_  
Date

**BUYER'S CONDITIONAL CANCELLATION**

- In reference to the Investigations, Inspections and Reviews Paragraph, the Contract is cancelled unless the time period for inspections is extended to \_\_\_\_\_, 20\_\_\_\_. Seller shall provide written notice below extending said time period for the Contract to continue in full force and effect.

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Date

- Seller agrees to the above stated extension.

\_\_\_\_\_  
Seller's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller's Signature

\_\_\_\_\_  
Date

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OKLAHOMA REAL ESTATE COMMISSION

RESIDENTIAL PROPERTY CONDITION DISCLOSURE EXEMPTION FORM  
IDENTIFICATION OF EXEMPT TRANSFER

Check the box applicable to the property which is located at (street address):

\_\_\_\_\_

- 1. Transfer pursuant to Court Order, including but not limited to, a transfer pursuant to a writ of execution, a transfer by eminent domain, and a transfer pursuant to an Order for partition;
- 2. Transfer to a mortgagee by a mortgagor or successor in interest who is in default, transfer by any foreclosure sale after default in an obligation secured by a mortgage, transfer by a mortgagee's sale under a power of sale after default in an obligation secured by any instrument containing a power of sale, or transfer by a mortgagee who has acquired the real property at a sale conducted pursuant to a power of sale or a sale pursuant to a decree of foreclosure or has acquired the real property by deed in lieu of foreclosure;
- 3. Transfer by a fiduciary who is not an owner occupant of the subject property in the course of the administration of a decedent's estate, guardianship, conservatorship or trust;
- 4. Transfer from one co-owner to one or more other co-owners;
- 5. Transfer made to a spouse, or to the person or persons in the lineal line of consanguinity of one or more of the owners;
- 6. Transfer between spouses resulting from a decree of dissolution of marriage or a decree of legal separation or from a property settlement agreement incidental to such a decree;
- 7. Transfer made pursuant to mergers and from a subsidiary to a parent or the reverse;
- 8. Transfer or exchanges to or from any governmental entity; or
- 9. Transfer of a newly constructed, previously unoccupied dwelling.

The Seller acknowledges that the exemption marked above is a true and accurate statement regarding the transfer of the Property.

Seller's Signature \_\_\_\_\_

Date: \_\_\_\_\_

Seller's Signature \_\_\_\_\_

Date: \_\_\_\_\_

BUYER'S ACKNOWLEDGMENT

Note: The Buyer is urged to carefully inspect the Property and to have the Property inspected by an expert. The Buyer acknowledges the Buyer has read and received a signed copy of this Exemption Form.

Buyer's Signature \_\_\_\_\_

Date: \_\_\_\_\_

Buyer's Signature \_\_\_\_\_

Date: \_\_\_\_\_

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**OKLAHOMA REAL ESTATE COMMISSION**

*This is a legally binding Contract; if not understood, seek advice from an attorney.*

**APPENDIX A. RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT**

**Notice to Seller:** Oklahoma Law (the "Residential Property Condition Disclosure Act," Title 60, O.S., § 831 et seq.) requires Sellers of 1 and/or 2 residential dwelling units to complete this form. A Seller must complete, sign and date this disclosure form and deliver it or cause it to be delivered to a purchaser as soon as practicable, but in any event no later than before an offer is accepted by the Seller. If the Seller becomes aware of a defect after delivery of this statement, but before the Seller accepts an offer to purchase, the Seller must deliver or cause to be delivered an amended disclosure statement disclosing the newly discovered defect to the Purchaser. If the disclosure form or amendment is delivered to a Purchaser after an offer to purchase has been made by the Purchaser, the offer to purchase shall be accepted by the Seller only after a Purchaser has acknowledged receipt of this statement and confirmed the offer to purchase in writing.

**Notice to Purchaser:** The declarations and information contained in this disclosure statement are not warranties, express or implied of any kind, and are not a substitute for any inspections or warranties the Purchaser may wish to obtain. The information contained in this disclosure statement is not intended to be a part of any contract between the Purchaser and Seller. The information and statements contained in this disclosure statement are declarations and representations of the Seller and are not the representations of the real estate licensee.

**"Defect" means** a condition, malfunction, or problem that would have a materially adverse effect on the monetary value of the property, or that would impair the health or safety of future occupants of the property. 59 O.S. Section 832(9).

LOCATION OF SUBJECT PROPERTY \_\_\_\_\_

SELLER IS  IS NOT  OCCUPYING THE SUBJECT PROPERTY.

Instructions to the Seller: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Complete this form yourself. (4) If an item is not on the property, or will not be included in the sale, mark "None/Not Included." If you do not know the facts, mark "Do Not Know if Working." (5) The date of completion by you may not be more than 180 days prior to the date this form is received by a purchaser.

ARE THE ITEMS LISTED BELOW IN NORMAL WORKING ORDER?

Appliances/Systems/Services	Working	Not Working	Do Not Know if Working	None/ Not Included
Sprinkler System				
Swimming Pool				
Hot Tub/Spa				
Water Heater <input type="checkbox"/> Electric <input type="checkbox"/> Gas <input type="checkbox"/> Solar				
Water Purifier				
Water Softener <input type="checkbox"/> Leased <input type="checkbox"/> Owned				
Sump Pump				
Plumbing				
Whirlpool Tub				
Sewer System <input type="checkbox"/> Public <input type="checkbox"/> Septic <input type="checkbox"/> Lagoon				
Air Conditioning System <input type="checkbox"/> Electric <input type="checkbox"/> Gas <input type="checkbox"/> Heat Pump				
Window Air Conditioner(s)				
Attic Fan				
Fireplaces				
Heating System <input type="checkbox"/> Electric <input type="checkbox"/> Gas <input type="checkbox"/> Heat Pump				
Humidifier				
Ceiling Fans				
Gas Supply <input type="checkbox"/> Public <input type="checkbox"/> Propane <input type="checkbox"/> Butane				
Propane Tank <input type="checkbox"/> Leased <input type="checkbox"/> Owned				

Buyer's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_ Initials are for acknowledgment purposes only

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Appliances/Systems/Services <small>(Continued from page 1)</small>	Working	Not Working	Do Not Know if Working	None/ Not Included
Electric Air Purifier				
Garage Door Opener				
Intercom				
Central Vacuum				
Security System <input type="checkbox"/> Leased <input type="checkbox"/> Owned <input type="checkbox"/> Monitored <input type="checkbox"/> Financed				
Smoke Detectors				
Fire Suppression System Date of Last Inspection _____	Added in 2025			
Dishwasher				
Electrical Wiring				
Garbage Disposal				
Gas Grill				
Vent Hood				
Microwave Oven				
Built-in Oven/Range				
Kitchen Stove				
Trash Compactor				
Built-In Icemaker	Added in 2025			
Solar Panels & Generators <input type="checkbox"/> Leased <input type="checkbox"/> Owned <input type="checkbox"/> Financed				
Source of Household Water <input type="checkbox"/> Public <input type="checkbox"/> Well <input type="checkbox"/> Private/Rural District				

IF YOU ANSWERED Not Working to any items on pages 1 and 2, please explain. Attach additional pages with your signature.

<b>Zoning and Historical</b> 1. Property is zoned: (Check One) <input type="checkbox"/> residential <input type="checkbox"/> commercial <input type="checkbox"/> historical <input type="checkbox"/> office <input type="checkbox"/> agricultural <input type="checkbox"/> industrial <input type="checkbox"/> urban conservation <input type="checkbox"/> other <input type="checkbox"/> unknown <input type="checkbox"/> no zoning classification 2. Is the property designated as historical or located in a registered historical district or historic preservation overlay district? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	
---	--

Flood and Water	Yes	No
3. What is the flood zone status of the property? _____		
4. Are you aware if the property is located in a floodway as defined in the Oklahoma Floodplain Management Act?		
5. Are you aware of any flood insurance requirements concerning the property?		
6. Are you aware of any flood insurance on the property?		
7. Are you aware of the property being damaged or affected by flood, storm run-off, sewer backup, draining or grading defects?		
8. Are you aware of any surface or ground water drainage systems which assist in draining the property, e.g. "French Drains?"		
9. Are you aware of any occurrence of water in the heating and air conditioning duct system?		
10. Are you aware of water seepage, leakage or other draining defects in any of the improvements on the property?		

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<b>Additions/Alterations/Repairs</b>		Yes	No
11. Are you aware of any additions being made without required permits?			
12. Are you aware of any previous foundation repairs?			
13. Are you aware of any alterations or repairs having been made to correct defects?			
14. Are you aware of any defect or condition affecting the interior or exterior walls, ceilings, roof structure, slab/foundation, basement/storm cellar, floors, windows, doors, fences or garage?			
15. Are you aware of the roof covering ever being repaired or replaced during your ownership of the property?			
16. Approximate age of roof covering, if known _____ number of layers, if known _____			
17. Do you know of any current defects with the roof covering?			
18. Are you aware of treatment for termite or wood-destroying organism infestation?			
19. Are you aware of a termite bait system installed on the property? If yes, annual cost \$ _____			
20. Are you aware of any damage caused by termites or wood-destroying organisms?			
21. Are you aware of major fire, tornado, hail, earthquake or wind damage?			
22. Have you ever received payment on an insurance claim for damages to residential property and/or any improvements which were not repaired?			
23. Are you aware of defects pertaining to sewer, septic, lateral lines or aerobic system?			
<b>Environmental</b>		Yes	No
24. Are you aware of the presence of asbestos?			
25. Are you aware of the presence of radon gas?			
26. Have you tested for radon gas?			
27. Are you aware of the presence of lead-based paint?			
28. Have you tested for lead-based paint?			
29. Are you aware of any underground storage tanks on the property?			
30. Are you aware of the presence of a landfill on the property?			
31. Are you aware of the existence of hazardous or regulated materials and other conditions having an environmental impact?			
32. Are you aware of the existence of prior manufacturing of methamphetamine?			
33. Have you had the property inspected for mold?			
34. Are you aware of any remedial treatment for mold on the property?			
35. Are you aware of any condition on the property that would impair the health or safety of the occupants?			
36. Are you aware of any wells located on the property?			
37. Are you aware of any dams located on the property? If yes, are you responsible for the maintenance of that dam? <input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>Property Shared in Common, Easements, Homeowner's Associations and Legal</b>		Yes	No
38. Are you aware of features of the property shared in common with the adjoining landowners, such as fences, driveways, and roads whose use or responsibility has an effect on the property?			
39. Other than utility easements serving the property, are you aware of any easements or right-of-ways affecting the property?			
40. Are you aware of encroachments affecting the property?			
41. Are you aware of a mandatory homeowner's association? Amount of dues \$ _____ Special Assessment \$ _____ Payable: (check one) <input type="checkbox"/> monthly <input type="checkbox"/> quarterly <input type="checkbox"/> annually Are there unpaid dues or assessments for the property? <input type="checkbox"/> YES <input type="checkbox"/> NO If yes, what is the amount? \$ _____ Manager's Name _____ Phone Number _____			
42. Are you aware of any zoning, building code or setback requirement violations?			
Buyer's Initials _____ Seller's Initials _____ Initials are for acknowledgment purposes only			



Property Shared in Common, Easements, Homeowner's Associations and Legal (Continued from page 3)	Yes	No
43. Are you aware of any notices from any government or government-sponsored agencies or any other entities affecting the property?		
44. Are you aware of any surface leases, including but not limited to agricultural, commercial or oil and gas?		
45. Are you aware of any filed litigation or lawsuits directly or indirectly affecting the property, including a foreclosure?		
46. Is the property located in a fire district which requires payment? If yes, amount of fee \$_____ Paid to Whom _____ Payable: (check one) <input type="checkbox"/> monthly <input type="checkbox"/> quarterly <input type="checkbox"/> annually		
47. Is the property located in a private utility district? Check applicable <input type="checkbox"/> Water <input type="checkbox"/> Garbage <input type="checkbox"/> Sewer <input type="checkbox"/> Other If other, explain _____ Initial membership fee \$_____ Annual membership fee \$_____ (if more than one utility attach additional pages)		

Miscellaneous	Yes	No
48. Are you aware of other defect(s) affecting the property not disclosed above?		
49. Are you aware of any other fees, leases, liens, dues or financed fixtures or improvements required on the property that you have not disclosed?		

If you answered YES to any of the items on pages 2-4, list the item number(s) and explain. If needed, attach additional pages with your signature(s), date(s) and location of the subject property.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

On the date this form is signed, the seller states that based on seller's **CURRENT ACTUAL KNOWLEDGE** of the property, the information contained above is true and accurate.

Are there any additional pages attached to this disclosure?  YES  NO If yes, how many? \_\_\_\_\_

\_\_\_\_\_  
Seller's Signature Date Seller's Signature Date

**A real estate licensee has no duty to the Seller or the Purchaser to conduct an independent inspection of the property and has no duty to independently verify the accuracy or completeness of any statement made by the Seller in the disclosure statement.**

**The Purchaser understands that the disclosures given by the Seller on this statement are not a warranty of condition.** The Purchaser is urged to carefully inspect the property, and, if desired, to have the property inspected by a licensed expert. For specific uses, restrictions and flood zone status, contact the local planning, zoning and/or engineering department. The Purchaser acknowledges that the Purchaser has read and received a signed copy of this statement. This completed acknowledgement should accompany an offer to purchase on the property identified. This is to advise that this disclosure statement is not valid after 180 days from the date completed by the Seller.

\_\_\_\_\_  
Purchaser's Signature Date Purchaser's Signature Date

The disclosure and disclaimer statement forms and the Oklahoma Residential Property Condition Disclosure Act information pamphlet are made available at the Oklahoma Real Estate Commission [www.orec.ok.gov](http://www.orec.ok.gov).

Buyer's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_ Initials are for acknowledgment purposes only

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**OKLAHOMA REAL ESTATE COMMISSION**

*This is a legally binding Contract; if not understood, seek advice from an attorney.*

**DISCLOSURE OF LICENSURE STATUS, BENEFICIAL INTEREST,  
AND FAMILIAL RELATIONSHIP**

Disclosures must be made prior to or at the time that any recommendation, referral or procurement of any product or service is made in instances in which the licensee may receive any compensation or consideration in connection therewith.

Failure to disclose a beneficial or familial relationship in writing is a direct violation of *Okla. Admin. Code* § 605:10-17-4 and will result in disciplinary actions including but not limited to suspension or revocation of licensure.

Failure of a licensee to disclose their licensure status as a purchaser or seller (other than when acting as a direct employee of an owner) is a direct violation of *Okla. Admin. Code* § 605:10-17-4 and *Okla. Admin. Code* § 605:10-9-4(d) and will result in disciplinary actions including but not limited to suspension or revocation of licensure.

**Disclosure of Compensation**  
The parties acknowledge and understand that LICENSEE \_\_\_\_\_ (name of associate or broker) with LICENSE NUMBER \_\_\_\_\_ may receive compensation in connection with the recommendation, referral or procurement of \_\_\_\_\_ (service name).

**Disclosure of Beneficial or Ownership Interest**  
The parties acknowledge and understand that LICENSEE \_\_\_\_\_ (name of associate or broker) with LICENSE NUMBER \_\_\_\_\_ holds a beneficial or ownership interest in \_\_\_\_\_ (entity name) and may receive compensation in connection with the recommendation, referral or procurement of \_\_\_\_\_ (service name).

**Disclosure of Familial Interest**  
The parties acknowledge and understand that LICENSEE \_\_\_\_\_ (name of associate or broker) with LICENSE NUMBER \_\_\_\_\_ has a familial relationship with \_\_\_\_\_ (name of family member), who is a party to the transaction.

**Disclosure of Licensee Acting As Purchaser or Seller** Added in 2025  
The parties acknowledge and understand that LICENSEE \_\_\_\_\_ (name of associate or broker) with LICENSE NUMBER \_\_\_\_\_ is acting as an owner in the purchase or sale of \_\_\_\_\_ (property address).

Buyer's / Tenant's Signature	Date	Seller's / Landlord's Signature	Date
Buyer's / Tenant's Signature	Date	Seller's / Landlord's Signature	Date
Broker / Associate Signature	Date	Broker / Associate Signature	Date

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**OKLAHOMA REAL ESTATE COMMISSION**

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**SALE OF BUYER'S PROPERTY CONDITION**

**(NOT UNDER CONTRACT)**

This supplement is attached to and part of the Oklahoma Uniform Contract of Sale of Real Estate between the undersigned Buyer and Seller.

**1. TERMINATION CONDITION (DEFINED).** The Contract is subject to termination for failure of Buyer to sell Buyer's property described as:

\_\_\_\_\_  
(Legal Description and/or Property Address)

\_\_\_\_\_  
("Buyer's Property")

on or before the Closing Date specified in the Contract ("Termination Condition").

**2. STATUS OF BUYER'S PROPERTY.** Buyer represents that: (check one)

(a) Buyer's Property is now listed exclusively for sale with a real estate brokerage firm.

**OR**

(b) Buyer shall list Buyer's Property with a real estate brokerage firm within two (2) days of acceptance of this Contract, and Buyer shall endeavor to sell it pursuant to the terms of the listing agreement.

**3. CONTINUATION OF PROPERTY ON THE MARKET.** Seller's Property shall remain on the market. Seller may continue to show and offer Seller's Property for sale until the Termination Condition is removed.

**4. SELLER'S DEMAND TO BUYER TO REMOVE THE TERMINATION CONDITION.** If the Seller Received and desires to accept a valid, bona fide written offer including a backup supplement from a third Party subject to no conditions other than inspections, title, survey (or mortgage inspection certificate), financing, or a sales agreement subject to the successful closing of backup Buyer's property currently under contract, and conditioned upon Buyer's prior right to remove the Termination Condition, Seller may demand removal of the Termination Condition by notice to Buyer, or Buyer's Broker, if applicable. Buyer shall have until the date and time specified in the Demand From Seller to Remove Condition (no less than 24 hours after delivery of the notice) within which to remove the Termination Condition in the manner set forth below. If the date and time specific in the demand from Seller to remove the condition falls on a Saturday, Sunday, or legal holiday, the time to deliver shall be extended to the next day that is not a Saturday, Sunday, or legal holiday.

**5. REMOVAL OF TERMINATION CONDITION.** To remove the Termination Condition, Buyer shall either:

(a) Have Buyer's Property under contract to close on or before the Closing Date of this Contract subject to no conditions other than inspections, title, survey (or mortgage inspection certificate) or financing;

**OR**

(b) Deliver to Seller written verification from a financial institution, or any other lender, of the availability of sufficient funds or financing to close this transaction without the sale of Buyer's Property.

In any event, Buyer shall give notice to Seller of Buyer's removal of the Termination Condition within the time period specified in Paragraph 4. Such notice shall be accompanied by whichever is applicable: (a) a true copy of a valid, bona fide contract to purchase Buyer's Property; or (b) the written verification from a financial institution or any other lender of the availability of funds or financing. Any notice received from Buyer shall be acknowledged by the proper recipient in writing and shall specify the time and date of delivery.

Buyer's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_ Initials are for acknowledgment purposes only

**6. FAILURE OF BUYER TO REMOVE TERMINATION CONDITION.** If Buyer, after demand by Seller, fails to remove the Termination Condition within the time period provided in Paragraph 4, then the Contract shall automatically terminate and become null and void. In the event Seller does not deliver a demand to remove the Termination Condition by the Closing Date to the Buyer, or Buyer's Broker, if applicable, then the Contract shall automatically terminate and become null and void. Buyer shall release Seller and the respective Broker(s) from any claim, demand, liability, or loss under the Contract and Earnest Money shall be disbursed according to provisions of the Contract.

_____	_____	_____	_____
Buyer's Signature	Date	Seller's Signature	Date
_____	_____	_____	_____
Buyer's Signature	Date	Seller's Signature	Date
_____	_____	_____	_____
Buyer's Signature	Date	Seller's Signature	Date
_____	_____	_____	_____
Buyer's Signature	Date	Seller's Signature	Date

Buyer's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_ Initials are for acknowledgment purposes only

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**OKLAHOMA REAL ESTATE COMMISSION**

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**BACK-UP SUPPLEMENT**

This supplement, which is attached to and part of the Oklahoma Uniform Contract of Sale of Real Estate, relates to the following described real estate: \_\_\_\_\_

- 1. BACK-UP CONTRACT.** Buyer acknowledges that Seller has entered into a contract to sell the Property (the "Existing Contract") to another buyer (the "Existing Buyer"). Buyer and Seller acknowledge and agree that this contract (a "Back-Up Contract") shall not be effective until Seller delivers to Buyer or Buyer's Broker, if applicable, a copy of a Release of Contract signed by all Parties to the Existing Contract, or the termination of Existing Contract, by the terms thereof.
- 2. DEMAND FOR REMOVAL OF TERMINATION CONDITION.** Within 24 hours after acceptance of this Back-Up Contract, Seller shall demand removal of the Termination Condition by the Existing Buyer pursuant to the Existing Contract, if applicable.
- 3. EARNEST MONEY.** The Earnest Money shall not be deposited until the termination of the Existing Contract.
- 4. TIME PERIODS IN BACK-UP CONTRACT.** The time period in this Back-Up Contract for inspections, title, survey (or mortgage inspection certificate) and financing shall begin (check one):
  - (a) On the Time Reference Date noted in this Back-Up Contract;
  - OR**
  - (b) On the day of the termination of the Existing Contract and the Time Reference Date shall be amended to reflect such date; in any event, the closing date shall not be extended unless agreed in writing by Buyer and Seller.
- 5. BUYER'S RIGHT TO TERMINATE BACK-UP CONTRACT.** At any time before the termination of the Existing Contract, Buyer may terminate this Back-Up Contract by delivery of a Release of Contract signed by Buyer to the Seller or Seller's Broker, if applicable.
- 6. NOTICE OF REMOVAL OF TERMINATION CONDITION.** If the Existing Buyer removes the Termination Condition under the Existing Contract, Seller or Seller's Broker, if applicable, shall notify Back-Up Buyer or Buyer's Broker, if applicable, within 24 hours after the removal.
- 7. RELEASE OF BACK-UP CONTRACT.** If Buyer timely terminates this Back-Up Contract as provided in paragraph 5, or the Existing Buyer has removed the Termination Condition under the Existing Contract, then this Back-Up Contract shall automatically terminate and Buyer shall be deemed to have released Seller and Seller's Broker and Buyer's Broker, if applicable, from any claim, demand, liability, or loss under this Back-Up Contract. Earnest Money shall be disbursed according to provisions of the Contract.

Buyer's Signature	Date	Seller's Signature	Date
Buyer's Signature	Date	Seller's Signature	Date
Buyer's Signature	Date	Seller's Signature	Date
Buyer's Signature	Date	Seller's Signature	Date

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OKLAHOMA REAL ESTATE COMMISSION

STANDARD CLAUSES

The information presented herein is not intended or offered as legal advice. These materials have been prepared for informational purposes only. No person should act or fail to act upon this information without seeking the advice of an attorney.

1. **Assignment of Escrow Account (No Proration) - Assumption Form Only:** In lieu of proration of insurance, taxes and interest as described in the Taxes, Assessments and Prorations Paragraph of the Contract, the Seller agrees to transfer the escrow account and assign the existing hazard insurance policy to Buyer at no additional expense to Buyer. At Closing, the escrow account shall be in an amount deemed sufficient by the lending institution, and, if not, Seller shall be responsible for the shortages in such account. In the event escrow account has an overage as shown by the lending institution, the Buyer shall reimburse Seller for said overage at time of Closing.  
**In the event the existing hazard insurance policy cannot be assigned, Buyer and Seller agree to the following: Seller agrees to transfer all existing insurance escrow deposits to the Buyer and Buyer, at Buyer's expense, agrees to supply an appropriate hazard insurance policy at Closing.**
2. **Flood Insurance:** The Buyer and Seller understand that the Property is located in a designated flood zone, which may require Flood Insurance as a condition of financing. If required to do so as a condition to financing this purchase, Buyer agrees to obtain any requisite flood insurance coverage.
3. **Real Estate Broker or Sales Associate Acquiring or Conveying Interest:** The Buyer/Seller acknowledges that the Seller/Buyer has disclosed he/she holds an Oklahoma Real Estate license, number \_\_\_\_\_.
4. **Interest Bearing Account Disclosure** Seller's Broker's trust account is an interest bearing account and the interest that accrues on the Earnest Money Deposit in Seller's Broker's trust account shall be payable to \_\_\_\_\_.
5. **Disclosure Clause - Member of Family Buying or Selling Property:** The Buyer/Seller hereby acknowledges that the Seller/Buyer is related to or associated with the real estate sales associate (Broker) in the following manner: \_\_\_\_\_
6. **Inspection of Septic and Water Supply:** Within \_\_\_\_\_ days after the date set forth in the paragraph entitled "**Time Periods Specified in Contract**" of this Contract, Buyer shall have the right to have septic system and well pump, inclusive of quality and purity of water, inspected by a local health authority. If Buyer has any objection to the conditions based on the report of the health authority, Buyer shall have the right to cancel and terminate this Contract by delivering notice in writing, including a copy of health authority report, to Seller, in care of the Seller's Broker's, not later than twenty-four (24) hours after expiration of the time specified in this paragraph, in which event earnest money shall be returned to Buyer and the abstract returned to the Seller. If Buyer fails to have health authority inspection made or to deliver such notice in the manner specified, Buyer agrees to accept the septic system and well on the Property in the condition which existed at the expiration of the above stated time period.
7. **Termite Treatment - Additional Costs:** Seller agrees to pay cost of termite treatment in the event that active termites or other wood destroying insects are found.
8. **Review by an Attorney:** The Buyer/Seller reserves the right to seek advice from an attorney regarding the terms of this Contract and to cancel and terminate this Contract by notice in writing, delivered to the Seller's Broker's, within \_\_\_\_\_ days of the date set forth in the paragraph entitled "Time Periods Specified in Contract" of the Contract. In the event the Contract is not canceled then all terms shall exist as described in the Contract.
9. **Court Approval of Probate Sale:** This Contract is expressly contingent upon the confirmation of this sale by the Probate Division of the District Court for \_\_\_\_\_ County, Oklahoma. In the event that this Contract has not been confirmed by said Court within \_\_\_\_\_ days of the date set forth in the paragraph entitled "**Time Periods Specified in Contract**" of this Contract by Seller or such longer period as the Parties shall agree upon in writing, then this Contract shall be automatically null and void. In such event the abstract shall be returned to Seller and the earnest money shall be returned to Buyer.
10. **"As Is" Clause - Specified Items (Where space under "Additional Provisions" Paragraph of Contract form permits):** Seller has disclosed to Buyer the existence of certain defects or problems (the "Defects") relating to the Property as listed below: Notwithstanding any other provision of this Contract, neither Seller, Seller's agents, Broker(s) and their sales associates shall bear any expense or have any liability for the Defects or any damage or cost resulting there from.
11. **"As Is" - No Inspection:** Buyer acknowledges that Seller, Seller's agents, Broker(s) and their sales associates are making no representation or warranty concerning the past or present condition of the Property or any improvements, components, fixtures, equipment or appliances in or on the Property. **In lieu of the provisions of the Contract which have been stricken**, Buyer is purchasing the Property in its present condition subject to any latent and patent, known or unknown defects. Buyer acknowledges

that the absence of any such representation or warranty, the condition of the Property and the risks assumed by Buyer relating to latent and patent, known or unknown defects have been taken into account by Buyer in determining the purchase price Buyer is willing to pay for the Property.

**12. Tax-Deferred Exchange 1031:** In conformance with Section 1031 of the Internal Revenue Code, it may be the intention of the Seller or Buyer or both to effect a tax-deferred exchange. Either the Seller or Buyer or both may assign his/her rights in the contract to a Qualified Intermediary for the purpose of effecting a tax-deferred exchange. The Parties agree to cooperate and execute the necessary documents to allow either or both Parties to effect such exchange at no additional cost or liability to the other Party. However, any warranties that may be expressed in this contract shall remain and be enforceable between the Parties executing this document.

**13. Contract Conditioned on Buyer Securing a Bridge Loan or Second Mortgage:** This Contract is conditioned upon the Buyer being able to obtain acceptable financing in the amount of \$ \_\_\_\_\_, within \_\_\_\_\_ days of the date set forth in the paragraph entitled "**Time Periods Specified in Contract**" of the Contract. It is understood that Buyer will apply for financing within forty-eight (48) hours of the date set forth in paragraph "**Time Periods Specified in Contract**" of the Contract and will proceed diligently to obtain financing.

**14. Assumption/Release of Liability and Restoration of Entitlement for Seller:** The Buyer represents to be a veteran with VA loan entitlement sufficient to assume the existing VA loan on the Property and agrees to substitute such entitlement for those of the Seller and to cooperate fully with the Seller and the Veteran's Administration to obtain a release of VA loan liability and restoration of VA loan entitlement for the Seller. The Buyer agrees to promptly provide all information, complete all forms and perform any other acts which may be necessary to accomplish said release and restoration. This commitment shall survive the Closing of this transaction and is the responsibility of the Buyer, Seller and the Veteran's Administration.

**15. Special Conditions of Buyer:** Buyer shall have \_\_\_\_\_ days from the date set forth in the paragraph entitled "**Time Periods Specified in Contract**" subject to the following special condition(s):

\_\_\_\_\_  
Should the result not be satisfactory to Buyer, Buyer may terminate this Contract by notifying the Seller, in writing, in care of the Seller's Broker, within twenty-four (24) hours of the time periods specified in this paragraph. If Buyer does not notify Seller prior to said time, then this Contract shall remain in full force and effect.

**16. Mortgage Rate Lock-in:** Buyer will secure a commitment of interest rate and discount points, within \_\_\_\_\_ days of the date set forth in the paragraph entitled "**Time Periods Specified in Contract**" of this Contract, which commitment shall be guaranteed to be available at Closing by the lender ("locked in") for a period of \_\_\_\_\_ days for a fee of \_\_\_\_\_% of the loan amount (if applicable), paid by the Buyer.

If "lock in" rate is not obtained by Buyer or the "lock in" fee is not paid by Buyer, and a commitment of interest rate and discount points is not secured by Buyer, then Buyer agrees that Buyer will close at the prevailing market rates ("float") at the time of Closing or be subject to the breach and failure to close provisions of Paragraph \_\_\_\_\_.

**17. Seller Reservation of Oil and Gas Mineral Interest:** In lieu of the provisions of Paragraph 1 of this Contract identifying real property to be conveyed, the Seller specifically reserves all oil and gas interest and other mineral interest associated with oil and gas extraction that the Seller may own as of the date of this Contract.

**18. Low Appraisal Mitigation Clause:** In the event the appraisal results in a valuation less than necessary to satisfy lender guidelines for the proposed transaction, the Buyer agrees to pay cash in an amount that will be sufficient to correct any deficiency in the loan coverage (or loan provisions) as may be required to close on the transaction at the agreed Purchase Price, at an amount not to exceed \$ \_\_\_\_\_.

**19. Proof of Funds:** In such event, Buyer must provide proof of funds satisfactory to Seller within \_\_\_\_\_ days, or Seller shall have the right to cancel this Contract in accordance with the notice provisions hereof (private information redacted).

**20. Buyer Affidavit Compliance.** Buyer represents that at the time of submission of this purchase offer and at the time of Closing, Buyer is either (a) a U.S. Citizen, Native American, or non-citizen / alien who is or shall become a bona fide resident of the State of Oklahoma, or (b) a business entity or trust in compliance with 60 O.S. §121—122. Buyer further represents that Buyer is eligible to execute the required Affidavit of Land or Mineral Ownership provided by the Attorney General of the State of Oklahoma as required by 60 O.S. § 121.

**21. Closing, Funding, and Possession.** The Closing process includes execution of documents, delivery of deed and receipt of funds by Seller and shall be completed on or before \_\_\_\_\_, ("Closing Date") or (i) not later than \_\_\_\_\_ days (three (3) if left blank) or (ii) such later date as may be necessary in the Title Evidence Paragraph of the Contract.

21 added in 2025

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