RESIDENTIAL REAL ESTATE TRANSACTION CHECKLIST

1. **CLIENT.** ____________________________  □ Seller  □ Buyer

2. **CLIENT CONTACT INFORMATION.**

   Address: ________________________________
   Home Phone: ____________________________  Work Phone: ____________________________
   Cell Phone: _____________________________  Fax: ________________________________

   [Note: There is an Oregon Department of Revenue tax withholding requirement on certain Oregon real estate sales transactions by nonresident individuals and C corporation sellers that do not do business in Oregon. For more information, go to the following statute: http://www.oregonlaws.org/ors/314.258.]

3. **SUBJECT PROPERTY.** Address: ________________________________

   [Tip: Contact the title company for copy of latest vesting deed. It will provide the legal description and the full name(s) in which the Seller(s) took title. A grantor should convey title out in the same name he/she took title as a grantee. The deed will also contain the legal description of the property that is the subject of the transaction.]

   **IF MANUFACTURED OR FLOATING HOME LOCATED IN MANUFACTURED OR FLOATING HOME COMMUNITY:**

   Address: ________________________________
   Make/Model: _____________________________  Yr: ______  VIN: ____________________________  Lic: X-________

   Registration information for manufactured homes can be obtained through the Manufactured Home Ownership Document System (MHODS) effective Feb. 1, 2017. See: http://www.oregon.gov/bcd/man-home-own/Pages/man-home-MHODS-info.aspx

   For floating home certificates of title and identifying plates go to: http://www.oregon.gov/OSMB/title-registration/Pages/Floating-Home-Properties.aspx; see also: http://www.oregonlaws.org/ors/830.850

   [Note, if the manufactured home is not located in a manufactured housing community it will likely be treated as real property if the land and home are under the same ownership; real property taxes will apply and title will transfer via a standard deed of conveyance for real property. The usual form of purchase money security interest would be a deed of trust. If the manufactured home is located in a manufactured housing community or it is a floating home, it will be treated as personal property, and personal property taxes will apply; the form of purchase money security interest would be via a UCC security interest and noted on the certificate of title. See: http://www.oregon.gov/bcd/man-home-own/Pages/man-home-owner.aspx for manufactured homes located in manufactured housing communities. See: http://www.oregonlaws.org/ors/830.745 for floating homes.]

4. **REAL ESTATE BROKERS.** Seller’s (i.e. Listing) Broker and Company: ____________________________  /Lic. No.

   Phone: ____________________________  E-mail: ____________________________

   Buyer’s Broker and Company: ____________________________  /Lic. No.

   Phone: ____________________________  E-mail: ____________________________
5. **TITLE.** If Buyer Are Co-Owners, How Will Title Be Taken by Buyer(s)?

- [ ] Survivorship
- [ ] Tenancy/Common [No right of survivorship.]
- [ ] Other: 


Seller Will Convey Title By:

- [ ] Warranty Deed
- [ ] Special Warranty Deed
- [ ] Bargain & Sale Deed
- [ ] Other: 

  [For discussion of statutory deed forms, to go ORS 93.850 – 93.870 ([http://www.oregonlaws.org/ors/93.850](http://www.oregonlaws.org/ors/93.850))]

6. **SELLER PROPERTY DISCLOSURE.** [ORS 105.462-490](http://www.oregonlaws.org/ors/105.462-490)

Provided?  [ ] Yes [Date of delivery to Buyer.] ________________  [ ] No

Reviewed?  [ ] Yes  [ ] No

Has it been fully completed with all necessary attachments?  [ ] Yes  [ ] No [If No, Buyer’s counsel should consider extension of Buyer’s right of revocation until disclosure form has been fully completed with all necessary attachments.]

Expiration date of Buyer’s right of revocation: ________________  [Note: Buyer has 5 business days from date of Seller’s delivery of property disclosure statement to buyer, to give Seller written notice of intent to withdraw from the transaction, and obtain all deposits back from escrow. Delivery to Buyer’s broker is delivery to Buyer. The Buyer’s right to escrow’s return of all deposits applies even though Seller may object.]


7. **PERSONAL PROPERTY; FIXTURES.** Personal Property **Included** in Sale?  [ ] Yes  [ ] No [If Yes, identify here or attach list]:

Is a value being assigned to any included personal property?  [ ] Yes  [ ] No

If Yes, how much? $______________________________

Fixtures **Excluded** From Sale?  [ ] Yes  [ ] No [If Yes, identify here or attach list]:

8. **FINANCING (TYPE).**

- [ ] THIRD PARTY FINANCING. E.g. Conventional, FHA, State/Fed VA, USDA, Other]
  Specify type and identify lender: ________________________________
Has/will Buyer provided/provide pre-approval letter from lender or mortgage broker?  □ Yes □ No

Is letter satisfactory to Seller?

□ ALL CASH. Has/will Buyer provided/provide evidence of availability of funds?  □ Yes □ No

Are funds readily available or contingent?  □ Readily Available □ Contingent

If contingent, explain: [Caution to Seller’s counsel: If funds become unavailable (e.g. cannot liquidate stock in time for closing) will seller be damaged by taking property off market for period of time? What assurances can buyer give? Should earnest money deposit become non-refundable up front? Consider options and alternatives.]

□ SELLER-CARRIED FINANCING.

Identify Security Document:  □ Land Sale Contract □ Trust Deed. [See Footnote 1]

9. FINANCING TERMS.

Third-Party Financing

Sale Price:  $________________
Earnest Money Deposit:  $________________
Financed Amt.:  $
Balance at Closing:  $________________

All Cash

Sale Price:  $________________
Earnest Money Deposit:  $________________
Balance at Closing:  $________________

Seller-Carried Financing

Sale Price:  $________________
Earnest Money Deposit:  $________________

1 Caveats and Amplifications:

(a) If Seller has an existing loan on the property that will not be paid off at the time of closing, the underlying trust deed should be reviewed, as it likely contains a “due on sale” clause. If the parties intend to proceed nevertheless, the risks must be fully explained, and the Seller’s carry-back security instrument should address who will bear the risk/responsibility if the underlying lender calls the loan due and payable.

(b) Also, commencing in 2014, under ORS 86A.203 (http://www.oregonlaws.org/ors/86A.203), one needs to be licensed as a mortgage loan originator to engage in a “residential mortgage transaction.” See, ORS 86A.100(8) (http://www.oregonlaws.org/ors/86A.100) for definition of “residential mortgage transaction.” The law excludes sellers taking back financing on the sale of a home they now live in or ever lived in as a primary residence and sales to certain relatives, such as a spouse, child, parent, sibling, etc. See, ORS 86A.203(2)(b)&(c) (http://www.oregonlaws.org/ors/86A.203) Note that Oregon House Bill 2856 (2013) (https://olis.leg.state.or.us/liz/2013R1/Measures/Text/HB2856/Enrolled) amends ORS 86A.203 and permits individuals to offer or negotiate residential mortgage loans secured by a non-primary residence, if the individual makes less than three (3) such loans during any consecutive 12-month period and does not hold more than eight (8) residential mortgage loans at any one time.

(c) Even though ORS 86A.203(2)(d) (http://www.oregonlaws.org/ors/86A.203) excludes Oregon licensed lawyers, the Oregon Department of Finance and Corporate Securities (“DFCS”) (http://www.cbs.state.or.us/dfcs/) appeared to take the position that this exemption only applied if the residential mortgage transaction is “incidental to other work the lawyer is currently engaged in for the client.” See discussion at page 6 of the Oregon State Bar publication: “Regulating the Financers: Dodd-Frank and Oregon Licensing Requirements” (2013 RELU Annual Summer Conference) (http://www.osbar.org/_docs/sections/relu/2013cle/chapter5.pdf). This has been changed by 2015 legislation, effective January 1, 2016, so that the “incidental to other work” requirement is gone. See, SB 879 (2015); https://olis.leg.state.or.us/liz/2015R1/Measures/Overview/SB879

(d) Also, note that under the Dodd-Frank Act, notwithstanding the Oregon limited exemption under HB 2856, the Qualified Mortgage and Ability to Repay rules will apply if the transaction is subject to Reg. Z under the Truth in Lending Act (“TILA”). Although most garden variety single seller carry transactions will likely be exempted from TILA, attorneys need to be careful in this area. For more on these rules, go to: http://www.consumerfinance.gov/regulations/ability-to-repay-and-qualified-mortgage-standards-under-the-truth-in-lending-act-regulation-z/.
(Seller-Carried Financing, cont.)

Principal Balance at Closing: $________________

Principal Balance of $ __________ amortized over ______ months @ ______% = $ __________/monthly installments;  Security Instrument: □ Land Sale Contract □ Deed of Trust

If Seller has existing TD on property that will continue to be serviced (aka “All-Inclusive TD”, or “Wrap TD”, the unpaid principal balance does not exceed $________________.

Which party will bear risk if lender calls the loan due: □ Seller will pay off or refinance, and Contract or TD will continue in force; □ Buyer will refinance and pay off Seller; □ Other (Explain): ______

Additional Terms for Seller-Carried Financing:

Adjustable rate/interest? □Yes □No; If Yes, Describe: ____________________________

Balloon Payment Date? □Yes □No; _______________

Right of Prepayment? □Yes □No;

Prepayment Penalty? □Yes □No; If Yes, Describe: ____________________________

Restriction on Transfer? □Yes □No; If Yes, Describe: ____________________________

Other: ______________________________________________________________________

[*Note, ORS 86.150 requires certain disclosures if there is to be a prepayment penalty. There are also certain technical requirements if the seller’s financing is considered a “high-cost mortgage”.

11. CONTINGENCIES

BUYER. [Check all that apply]: □ Buyer obtaining financing □ Marketability of Seller’s Title □ Professional Inspection □ Quality and Quantity of Well Water □ Condition of onsite septic system □ Availability and cost of any insurance (especially flood insurance) □ Sale and closing of Buyer’s existing residence [Caution should be exercised in drafting this last contingency, as disputes can occur if Buyer is unable to sell and close their home in time.]

□ Other: Specify: __________________________________________________________________________

SELLER. [Check all that apply]: □ Identification/purchase of substitute residence [Caution should be exercised in drafting this contingency, as disputes can occur if Seller is unable to identify/purchase

__________________________________________________________________________

2 If the Seller-Carried Transaction contains certain features, it may be subject to more stringent regulations. This is especially true if it is “High-Cost Mortgage.” (See definition here: http://www.consumerfinance.gov/regulations/high-cost-mortgage-and-homeownership-counseling-amendments-to-regulation-z-and-homeownership-counseling-amendments-to-regulation-x/.)

3 Note that most contingencies in the parties’ Sale Agreement expire if not waived after a certain period of time. This means that Buyer’s and Seller’s counsel should coordinate dates to make sure they are in agreement on the deadlines.
substitute home in time.]

☐ Other: Specify: ________________________________

12. CLOSING/POSSESSION DATES. Date of Closing: ____________ Date of Possession: ☐ On Closing Date (_______ AM/PM)? ☐ _____ Days after Closing Date? ☐ Days before Closing ☐ Specific date? [See Footnote*]

If transaction fails to close on/before Closing Date, will there be automatic extension? ☐ Yes ☐ No

Is property leased? ☐ Yes ☐ No
Will tenant(s) vacate before closing? ☐ Yes* ☐ No
If Yes, has notice been given? ☐ Yes ☐ No
Tenants: ________________________________ Monthly Rent: $___________
Is rent current? ☐ Yes ☐ No? Refundable Security Deposits: $___________*
Rental/Lease Agreement Reviewed? ☐ Yes ☐ No

*[Note: Under Oregon Landlord-Tenant Law, all deposits are refundable. See, ORS 90.300, http://www.oregonlaws.org/ors/90.300]

13. TITLE/ESCROW COMPANY. Name/Address: ________________________________
Escrow Officer: ______________________ Phone: ____________ E-mail: __________________________
Title Officer: ______________________ Phone: ____________ E-mail: __________________________
Cost of Owner’s Policy: $___________________ Ordered? ☐ Yes ☐ No
Does Buyer want any special endorsements? ☐ Yes ☐ No
[See http://www.alta.org/forms/ for samples.]
Cost of Escrow: $ ____________________________
Homebuyer Protection Act Compliance? ☐ Yes ☐ No
[See ORS 87.007: http://www.oregonlaws.org/ors/87.007.]
Explain how Seller will comply:
Preliminary Title Report (“PTR”) Reviewed? ☐ Yes ☐ No
Any objectionable liens or encumbrances? ☐ Yes ☐ No
If Yes, have Seller and title company been notified? ☐ Yes ☐ No

14. EXISTING LIENS, EASEMENTS, OR OTHER ENCUMBRANCES IN PTR NEGATIVELY AFFECTING TITLE:
a. ________________________________ Exception No. _____
b. ________________________________ Exception No. _____
c. ________________________________ Exception No. _____
d. ________________________________ Exception No. _____

*Caveat: Note that buyer pre-closing possession arrangements and seller post-closing possession arrangements are permitted exemptions under Oregon’s landlord-tenant law. But if the arrangement exceeds 90 days (pre- or post-closing) the exemption goes away, and the non-possessor becomes a “landlord” under ORS Chapter 90, with all the attendant liabilities. See exemption: ORS 90.110(2) (http://www.oregonlaws.org/ors/90.110).
15. **ESCROW FEE**: □ Shared Equally □ Seller □ Buyer [Note: Long standing custom in Oregon is that Seller and Buyer equally share the escrow fee, and this is what the standard **OREF Sale Agreement** provides.]

16. **RECORDING FEES**: □ Each party bears the cost of recording their own documents □ Seller pays □ Buyer pays. [Note: Long standing custom in Oregon is that Seller and Buyer pay the fee for recording the document that benefits them. E.g. Seller pays for lien releases; Buyer pays for recording of deed and financing instruments, etc.]

17. **WASHINGTON COUNTY TRANSFER TAX**: If property located in Washington County, will transfer tax apply? [Note exemptions at http://www.co.washington.or.us/AssessmentTaxation/Recording/upload/Selling-price-less-than-14000.pdf.]

If so, how will transfer tax of 1% of sale price be paid? □ Shared Equally □ Seller □ Buyer [Note: Long standing custom in Oregon is that Seller and Buyer equally share the cost of the transfer tax.]

18. **TITLE INSURANCE**: □ Shared Equally □ Seller □ Buyer [Note: Long standing custom in Oregon is that seller pays for buyer’s owners policy of title insurance. If buyer wants extended coverage, e.g. to protect against construction liens arising after closing, that is normally paid by buyer. One exception is the Homebuyer Protection Act, which applies with new construction or improvements exceeding $50,000. See, ORS 87.007, http://www.oregonlaws.org/ors/87.007]

19. **REAL PROPERTY TAXES; ASSESSMENTS & DEFERRALS.** Annual Amount For Current Tax Year: $____

   Paid to: ___________________________ Pro-Rate Date: □ Closing □ Other: ___________________________

   [Note: If subject property is a manufactured home located in manufactured housing community or a floating home, it will be treated as personal property and that tax will apply. See discussion at Section 3, above. Caution: Local tax assessors, in their search for more funding sources, and constrained by the limitations placed on them by Measure 5, have been monitoring pending real estate marketing sites, and reassessing before closing under the “omitted property” statute, ORS 308.628, http://www.oregonlaws.org/ors/308.628. The assessment can go back up to five years. See also, ORS 311.205 et seq, http://www.oregonlaws.org/ors/311.205. Since the tax assessor cannot generally re-assess the property after closing, this development can result in forcing Seller and Buyer to renegotiate the new assessment at the last minute.]

20. **SPECIAL ASSESSMENTS/DEFERRALS.** □ Farm/Forest □ Historic □ Other: ___________________________

   [For specific special assessment program, go first to the following general link: See, ORS Chapter 308,https://www.oregonlegislature.gov/bills_laws/ors/ors308.html] □ Senior Citizen □ Disabled □ Other:____________________[For information regarding Oregon property tax deferral programs go to: ORS Ch. 338,https://www.oregonlegislature.gov/bills_laws/ors/ors308.html.] Note: If there are one or more deferrals, the issue must be researched to find out: (a) If Seller is in compliance; (b) Whether the
deferral will continue following closing; (c) What is necessary to maintain the deferral after closing; (d) If the deferral is not going to continue, what are the consequences? And (e) Will there be a recapture of deferred taxes?]

21. LOCAL IMPROVEMENT DISTRICTS (“LIDs”). Amount: $ ___________ Remaining payments and frequency: ________________ [For discussion of LIDs, see discussion at following link for example: http://www.portlandoregon.gov/transportation/article/82642.]


FIRE/CASUALTY. Has Buyer obtained coverage commencing on day of closing? ☐Yes ☐No
Amount of Coverage: $ __________________________
Buyer’s Annual Premium $ __________________________
Buyer’s Insurance Agent: __________________________ Phone: __________ E-mail: ______________
Has Seller agreed to continue coverage through the closing date? ☐Yes ☐No
[Caution: From a risk of loss perspective, Seller is responsible in the event the structure burns down on the day of closing. See, ORS 93.290, http://www.oregonlaws.org/ors/93.290. Seller should always insure “through” the day of closing.]

FLOOD. Is the Property in a flood hazard zone? ☐Yes ☐No
Has an Elevation Certificate (“E.C.”) been obtained? ☐Yes ☐No
[See following link for discussion of E.C.s: http://www.fema.gov/elevation-certificate. If the subject property is, or may be, located in a flood plain, lender will likely require an E.C. as a condition to obtaining financing. It is suggested that Seller verify the need for an E.C. before marketing their property, due to the time it may take a Buyer to secure it.]

Has Buyer obtained one or more reliable quotes for flood insurance coverage? ☐Yes ☐No

Has Buyer obtained one or more reliable quotes for flood insurance coverage? ☐Yes ☐No

[Caveat: Buyer’s counsel should make sure Buyer understands maximum amount of coverage available, the possibility of purchasing excess insurance, and the risk of increasing rates in the future. See: http://www.fema.gov/flood-insurance-reform, for a discussion of the FEMA program, and potential premium increases, new rates and flood map updates.]

23. POTENTIAL TAX ISSUES. Are there any potential tax issues for Client (e.g. capital gains; income tax)? ☐Yes ☐No If Yes, describe: __________________________
Client’s Tax Advisor: __________________________ Phone: __________ E-mail: ______________

5 Make sure seller continues casualty insurance coverage through the date of closing.
Note: If Seller is out of state resident, Oregon law requires title insurance company to withhold a portion of proceeds and submit to Department of Revenue. [See: ORS 314.258 http://www.oregonlaws.org/ors/314.258]

If Seller is a “foreign person”, federal law requires withholding of up to 10% - 15% of gross sale proceeds to be remitted to the IRS within 20 days of closing; if withholding required and not done, Buyer can be liable. Most – but not all – title companies will assist. Counsel for both parties should inquire of the selected company to determine the extent of their involvement if FIRPTA will apply. Most title companies have the Seller and Buyer sign a release of liability from any FIRPTA issues. For this reason, Buyers and Seller attorneys, have to be vigilant in vetting the issue in advance. Expect this issue to arise increasingly as foreign investors purchase and sell US property. [See: https://www.irs.gov/Individuals/International-Taxpayers/FIRPTA-Withholding.]

24. ZONING. Will current use remain the same? ☐ Yes ☐ No
New Proposed Use: __________________________

Is current use of the property permissible under the current zoning? ☐ Yes ☐ No

If the proposed use will be different from the current use is it permissible under the current zoning? ☐ Yes ☐ No

Does Buyer intend to use the property for short term rentals or as an accessory dwelling unit? ☐ Yes ☐ No. If Yes, Buyer’s counsel should verify that the property complies with local ordinances, and that there are no deed restrictions or CC&Rs that impose limitations.

Have there been any boundary line adjustments? ☐ Yes ☐ No Explain: __________________________

Is subject property a legal lot or parcel? ☐ Yes ☐ No

Zoning Authority:
Contact Person: ___________________________ Phone: __________ E-mail: __________________________
[Note: Mandatory statements under ORS 90.0340, http://www.oregonlaws.org/ors/93.040, in all sale agreements and deeds of conveyance, advise Buyers to check with city and county planning departments regarding zoning and land use laws. This places a due diligence burden on buyers, and limits duties of sellers regarding these issues.]

25. SEWER. Is subject property connected to any of the following systems: ☐ Public sewer ☐ Septic Tank and Drain Field [For more information on Oregon regulation of septic systems, go to link here: http://www.deq.state.or.us/wq/onsite/aboutseptic.htm] Note, in the City of Portland, if the property is on a shared sewer line, it will either need an approved easement over the neighboring land (or vice versa). If a new connection is required, the parties should negotiate this cost item as a part of the transaction. See: https://www.portlandoregon.gov/bes/58594.
☐ Other Describe: __________________________
26. **WATER.**

**DRINKING WATER.** Is subject property connected to: ☐ Public System ☐ Private Well ☐ Shared Well ☐ Other (e.g., surface springs, cistern, etc.)? Describe: ____________________________________________

Are there any known issues with drinking water? ☐ Yes ☐ No If Yes, specify issue and solutions: ____________________________________________

If private well, shared well or other, is supply adequate for household use? ☐ Yes ☐ No
If share well, is there a recorded written agreement? ☐ Yes ☐ No
Is quality fit for human consumption? ☐ Yes ☐ No
Has/will seller had/have well tested for arsenic, nitrates and total coliform bacteria and Such other matters in accordance with Oregon Health Authority rules? [Oregon law requires testing by Sellers; see http://www.oregon.gov/oha/ph/HealthyEnvironments/DrinkingWater/SourceWater/DomesticWellSafety/Pages/Testing-Regulations.aspx ] ☐ Yes ☐ No
Has Buyer reviewed results? ☐ Yes ☐ No
Will Buyer have any additional testing conducted (e.g. flow test; lead; etc.)? ☐ Yes ☐ No
If Yes, specify: ____________________________________________

Does Seller have any reports or test results regarding the quantity or quality of the water? ☐ Yes ☐ No
Does Seller have any well log or well test reports? ☐ Yes ☐ No

**IRRIGATION.** ☐ Private Well ☐ Shared Well ☐ Other (e.g., surface springs, cistern, etc.)
If Shared Well or Other, describe: ____________________________________________

Are there any known adverse issues with irrigation water? ☐ Yes ☐ No
If Yes, specify issue(s) and solution(s): ____________________________________________

Is supply adequate for irrigation purposes? ☐ Yes ☐ No
Will Buyer have any testing conducted (e.g. flow test; lead; etc.) to determine adequacy of water for irrigation? ☐ Yes ☐ No
If Yes, specify: ____________________________________________

Does Seller have any reports or test results regarding the quantity or quality of the irrigation water? ☐ Yes ☐ No
Does Seller have any well log or well test reports? ☐ Yes ☐ No

**WATER RIGHTS.** Are there any known water rights issues? ☐ Yes ☐ No
If yes, specify: ____________________________________________

Has a Water Rights Information Search ("WRIS"), http://www.oregon.gov/owrd/pages/wr/wris.aspx been conducted? ☐ Yes ☐ No
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Does Seller have any Water Right/Documents?  □Yes □No

ACCESS TO WELL(s): Located on subject property?  □Yes □No

By private recorded easement elsewhere?  □Yes □No

If Yes, has easement been reviewed?  □Yes □No

Is easement adequate for access and maintenance?  □Yes □No

If shared well, how is cost of maintenance to be shared? Describe: ____________________________

WELL REGISTRATION: Has/have the well(s) been registered with the Water Resources Department?
□Yes □No  [For more information, see:  http://www.oregon.gov/owrd/pages/gw/well_id.aspx.]

27. WARRANTIES AND REPRESENTATIONS. (EXAMPLES)

SELLER.

□ As of the date of closing (or turnover of possession, if sooner), the property will have one or more operating smoke alarms, smoke detectors and carbon monoxide detectors as required by Oregon law;

□ Seller has no knowledge of any hazardous substances in or about the property (excepting only those contained in household appliances and equipment);

□ Seller knows of no material structural defects or dangerous/adverse conditions in or about the property;

□ To the best of Seller’s knowledge, all electrical, heating, cooling, plumbing systems, including irrigation, if applicable, are in good condition and repair;

□ Seller has no notice of any pending private or public liens or assessments to be levied against the property;

□ Seller has no notice from any governmental agency of any violation of law relating to the property;

□ Seller is not a “foreign person” under the Foreign Investment in Real Property Tax Act (“FIRPTA”).  [For more information on FIRPTA, see:  http://www.irs.gov/Individuals/International-Taxpayers/FIRPTA-Withholding.]

□ Except for Seller’s express written representations in the Sale Agreement and the Seller’s Property Disclosure form, if applicable, Buyer is purchasing the Property "AS-IS," in its present condition and with all defects apparent or not apparent.

□ Seller knows of no encroachments onto, or from, neighboring properties (e.g. fences, hedges, plantings, structures, etc.)

□ Other: ____________________________________________________

□ Other: ____________________________________________________

□ Other: ____________________________________________________
BUYER.

☐ Buyer has liquid and available funds for earnest money deposit and down payment;
☐ If Buyer owns existing home, Buyer can qualify for loan without selling that home;
☐ Buyer will apply for loan and submit all necessary paperwork by __________________________;
☐ Buyer to notify Seller of identity of lender by ________________________________;
☐ Buyer to provide pre-approval letter from lender by ________________________________;
☐ Buyer to secure appraisal by (identify) ________________________________;
☐ Buyer will not substitute lender without notifying Seller in advance;
☐ Buyer will keep Seller promptly informed on status of loan upon request.
☐ Other:_______________________________________________________________
☐ Other:_______________________________________________________________
☐ Other:_______________________________________________________________

28. ENVIRONMENTAL/SAFETY CONDITIONS AND TESTING. [If Buyer is to make test results a contingency to closing, they should be specifically included in the terms of the Sale Agreement.]
☐ LEAD BASED PAINT. (“LBP”) [Note: A federally mandated LBP disclosure form must be delivered to all buyers of homes constructed before 1978 (aka, “Target Housing”) before execution of the Purchase and Sale Agreement (“PSA”) or if delivery occurs after execution, the PSA must contain express language permitting the buyer to unilaterally cancel the transaction (unless the right is waived in the LBP disclosure form) up to ten (10) days (or such other period as the parties may mutually agree upon in writing) following delivery to the buyer of the fully completed and signed LBP disclosure form (together with LBP documents, if any). For more information: http://www2.epa.gov/lead/real-estate-disclosure.]

☐ SMOKE DETECTOR(S). Installed and Working? Verify that the number and placement of detectors comply with Oregon law. [For more information: http://www.oregon.gov/OSP/SFM/Pages/CommEd_SA_Program.aspx]

☐ CARBON MONOXIDE ALARM(S). Installed and Working?
   Required where there is a “carbon monoxide source.” Verify that the number and placement of alarms comply with Oregon law. [For more information: http://www.oregon.gov/osp/SFM/Pages/CommedCOProg.aspx]

☐ WOOD BURNING STOVE. If present on subject property, has it been certified by Oregon DEQ or EPA? If not, unless Buyer agrees to do so, it is Seller’s responsibility to remove before closing. [For more information: http://www.oregon.gov/deq/Residential/Pages/woodstovesFAQ.aspx.]

☐ RADON. Does Buyer want to have property tested for radon? [For more information: https://public.health.oregon.gov/HealthyEnvironments/HealthyNeighborhoods/RadonGas/Pages/testing.aspx .]

☐ UNDERGROUND STORAGE TANKS. Does Buyer want to have property tested to determine if there are any abandoned/unused tanks? [For more information: http://www.oregon.gov/deq/tanks/Pages/UST-Decommissioning.aspx.]

29. SOCIAL/DEMOGRAPHIC/COMMUNITY DUE DILIGENCE ISSUES. Examples: [Census; local crime statistics; (http://www.oregon.gov/osp/SOR/Pages/history.aspx); PortlandMaps (http://www.portlandmaps.com/); Portland sex offender information: http://sexoffenders.oregon.gov/. In cities and counties outside the
Portland area, check the local website to see if there are links to demographic information about the property and neighborhood. It can be quite helpful.

Describe:

[Note: Airbnb, https://www.airbnb.com/, and similar vacation and short term rental programs, can cause some neighborhood disruption. If that is an important concern to buyers, they should check out the neighborhood.]

30. Pre-Owned CONDOMINIUM/TOWNHOME/PLANNED COMMUNITY DUE DILIGENCE (EXAMPLES).
[Note: Condos and townhomes are governed by ORS Chapter 100:. Planned communities are governed by ORS 94.550 et seq.). See, https://www.oregonlaws.org/oregon_revised_statutes. The one thing they all have in common is that the developments contain common areas and have an association with the power to levy assessments. In addition to the standard issues relating to purchase and sale of real property, buyer-clients should be aware of the operation of the association. Here are some due diligence items to consider reviewing]:

☐ Conditions, covenants and restrictions (“CC&Rs”) and/or the Declaration;
☐ Current HOA articles of incorporation, bylaws, and rules and regulations, including any proposed revisions;
☐ Association policies relating to pets, parking, restrictions on rental of units and home offices;
☐ Documents verifying current casualty and liability insurance coverage for Association and Board of Directors;
☐ Verification of current Association assessments, including notices relating to potential increases or special assessments;
☐ Reports, studies, bids or proposals for any material structural repairs or improvements relating to safety of the property [including all common areas and limited common areas];
☐ All Association and Board of Director minutes for the prior 24 months;
☐ Any notices/issues relating to potential construction defect claims;
☐ Latest reserve study and documents showing current reserve levels;
☐ Directory of contact persons at management company and Association;
☐ Restrictions on rentals; How may units (and percentage of total) in complex are currently rented?
☐ Other [Specify]:______________________________

31. REMEDIES.

SELLER REMEDIES FOR BUYER’S FAILURE TO CLOSE. [Check all that apply]:
☐ Recovery of Buyer’s Earnest Money Deposit; ☐ Specific Performance [Note: This is not a customary Seller remedy in Oregon, since in most cases, the buyer cannot be effectively “compelled” to obtain financing, etc. If Buyer is financially capable of purchasing without third party financing, it might be a viable remedy, but is rarely used. This is why the amount of the earnest money deposit is so important, since it is commonly the easiest remedy for Sellers. [But, see, ORS 72.7180 & cases at http://www.oregonlaws.org/ors/72.7180] ☐ Other Remedies. Describe:______________________________
BUYER’S REMEDIES FOR SELLER’S FAILURE TO CLOSE. [Check all that apply]: ☐ Recovery of Buyer’s Earnest Money Deposit; ☐ Specific Performance; ☐ Other Remedies. Describe: ____________________________

32. METHODS OF DISPUTE RESOLUTION. ☐ Litigation in Court, or ☐ Mandatory Arbitration in Lieu of Court Litigation; Before going into court or arbitration, do the parties want to require good faith negotiation through a mediation provider? ☐ Yes ☐ No (If Yes, identify a local mediation and/or arbitration company, or retired judges/individual(s) to act as mediators or arbitrators): ____________________________

33. ADDITIONAL TERMS/ISSUES. __________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Revised Courtesy of Phillip C. Querin, Querin Law LLC

IMPORTANT NOTICES

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