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# Introduction and Purpose

## Introduction

This Seller Representation Agreement ("Agreement") is made and entered into as of August 9, 2025, by and between DocuPal Demo, LLC, a company organized under the laws of the United States, with its principal place of business at 23 Main St, Anytown, CA 90210 ("Agent"), and Acme, Inc, a company organized under the laws of the United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070 ("Seller").

## Purpose of Agreement

This Agreement defines the terms and conditions under which Agent will represent Seller in the sale of the property located at [ADDRESS], with the legal description [LEGAL DESCRIPTION]. It clarifies the scope of Agent's authority, responsibilities, and compensation, and also outlines Seller's rights and obligations throughout the sale process. This Agreement aims to establish a clear understanding between both parties, ensuring a smooth and legally sound representation during the sale. It covers various aspects, including marketing strategies, confidentiality protocols, termination clauses, and methods for resolving potential disputes. The intent is to protect the interests of both Agent and Seller, while working towards a successful sale of the specified property.

## Appointment and Authority of Agent

Acme, Inc. ("Seller") hereby appoints Docupal Demo, LLC ("Agent") as its exclusive agent to market and facilitate the sale of the property located within [CITY, STATE]. This appointment becomes effective as of the date of this agreement and continues for the term specified in Section 19.

## Scope of Authority

The Agent is authorized to perform the following actions on behalf of the Seller:



- Market the property through various channels, including online listings, print advertising, and direct marketing.
- Negotiate offers from potential buyers, always striving to obtain the best possible price and terms for the Seller.
- Execute documents necessary for the completion of the sale, provided that the Seller has given prior approval for each specific document.

## Limitations on Authority

The Agent's authority is subject to the following limitations:

- The Agent shall not make any representations or warranties about the property without the Seller's prior written consent. All statements made about the property must be accurate and truthful, reflecting the Seller's understanding of the property's condition and features.
- The Agent shall not accept any offer on behalf of the Seller without first obtaining the Seller's explicit approval. The Seller retains the right to accept, reject, or counter any offer presented by the Agent.
- The Agent is expected to act in accordance with all applicable laws and regulations, and in the best interests of the Seller.
- The Agent is not authorized to make any decisions regarding repairs or improvements to the property without the Seller's express consent.

## Seller's Representations and Warranties

ACME-1 represents and warrants to DocuPal Demo, LLC as follows:

### Ownership and Authority

ACME-1 possesses fee simple ownership of the property located at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA. ACME-1 has the unrestricted right, power, and authority to sell and transfer the property. By signing this agreement, ACME-1 confirms its authority to sell the property.

### Disclosures

ACME-1 discloses the following:

- There is a pre-existing mortgage on the property held by [LENDER NAME].



- There is a potential boundary dispute with the owner of the neighboring property to the east.

## No Other Encumbrances

Except as disclosed above, to the best of ACME-1's knowledge, there are no other liens, encumbrances, or claims against the property that would affect its marketability or value. ACME-1 will provide all relevant documentation related to the property, including title reports and surveys, to DocuPal Demo, LLC. ACME-1 guarantees that all information provided to DocuPal Demo, LLC is accurate and complete to the best of its knowledge. ACME-1 will promptly notify DocuPal Demo, LLC of any changes or new information that may affect these representations and warranties.

## Commission and Payment Terms

ACME-1 agrees to pay Docupal Demo, LLC a commission for services rendered in connection with the sale of the property. The commission will be equal to six percent (6%) of the final sale price.

### Commission Earned and Payable

The commission is earned when the sale of the property closes. Payment of the commission will be made upon disbursement of funds from escrow.

### Early Termination

If this agreement is terminated early and such termination is not due to any fault of Docupal Demo, LLC, partial payment of expenses may be considered. Any such payment will be determined by mutual agreement between ACME-1 and Docupal Demo, LLC.

### Commission Split Example

Below is a sample pie chart illustrating a typical commission split.





## Agent Duties and Obligations

Docupal Demo, LLC agrees to diligently and professionally represent ACME-1 in the sale of the property located at 3751 Illinois Avenue, Wilsonville, Oregon – 97070, USA. We will act in ACME-1's best interests and in accordance with all applicable laws and regulations.

### Marketing and Promotion

We will market the property to attract qualified buyers. Our marketing activities include:

- Listing the property on the Multiple Listing Service (MLS).
- Creating and managing online advertising campaigns.
- Organizing and hosting open houses.
- Implementing direct mail marketing strategies.

We will obtain ACME-1's approval for all marketing materials before distribution. We will make reasonable efforts to ensure broad and effective exposure of the property to potential buyers.





## Negotiation and Offers

We have the authority to present and negotiate offers on behalf of ACME-1. However, ACME-1 retains the sole right to accept or reject any offer. We will advise ACME-1 on the merits of each offer. Our advice will be based on our experience and market knowledge. We will strive to obtain the best possible price and terms for ACME-1. We will keep ACME-1 informed throughout the negotiation process.

## Reporting and Communication

We will provide ACME-1 with weekly written reports on the status of the sale. These reports will include updates on marketing activities, buyer interest, and any feedback received. We will immediately notify ACME-1 of any offers received. We are committed to maintaining open and consistent communication with ACME-1 throughout the representation period.

## Confidentiality

We will maintain the confidentiality of all information received from ACME-1. This includes financial information, business strategies, and personal details. We will not disclose any confidential information to third parties without ACME-1's prior written consent, except as required by law. This obligation survives the termination of this Agreement.

## Seller's Obligations

ACME-1 agrees to fulfill the following obligations to facilitate the sale of the property located at 3751 Illinois Avenue, Wilsonville, Oregon - 97070.

## Information Disclosure

ACME-1 will provide Docupal Demo, LLC with all pertinent information regarding the property. This includes, but is not limited to:

- Any known defects affecting the property's value or desirability.
- Records of prior inspections conducted on the property.
- Copies of any relevant legal notices, such as those from homeowners' associations or government entities.



- Any other information that a potential buyer would find relevant in making an informed decision.

## Property Access

ACME-1 will grant Docupal Demo, LLC, its agents, and prospective buyers reasonable access to the property for showings, inspections, appraisals, and other related activities. Docupal Demo, LLC will provide ACME-1 with reasonable notice prior to each access.

## Cooperation

ACME-1 agrees to cooperate fully with Docupal Demo, LLC in the sale process. This includes:

- Maintaining the property in a clean and showable condition for prospective buyers.
- Providing timely responses to inquiries from Docupal Demo, LLC regarding the property and potential offers.
- Attending the closing to finalize the sale of the property.
- Complying with all applicable laws and regulations related to the sale of real property.
- Making required repairs or improvements as negotiated in the purchase agreement.

## Term and Termination

### Agreement Term

This Agreement will begin on August 9, 2025. The initial term of this Agreement is six (6) months. The Agreement will automatically conclude on February 9, 2026, unless terminated earlier as described in this section.

### Early Termination

Either party may terminate this Agreement before the end of its term. To do so, the terminating party must provide thirty (30) days written notice to the other party. Early termination is permitted if the other party breaches any term of this





Agreement. ACME-1 has the right to terminate this agreement if Docupal Demo, LLC fails to procure an offer for the property within ninety (90) days from the commencement date.

## Post-Termination Commission

If, within ninety (90) days after the termination date, the property is sold to a buyer. This condition applies only if Docupal Demo, LLC introduced the buyer to the property during the term of this Agreement. In such event, ACME-1 will pay Docupal Demo, LLC the commission as outlined in the "Commission" section of this Agreement.

## Confidentiality

DocuPal Demo, LLC and ACME-1 agree to maintain the confidentiality of certain information. This includes all financial records and personal details of both parties. The terms of any offers received during the representation will also be kept confidential.

### Scope of Confidential Information

Confidential information includes, but is not limited to:

- Financial statements
- Personal contact information
- Offer details
- Negotiation strategies

### Exceptions

The obligation of confidentiality does not apply to information that:

- Is already publicly available.
- Must be disclosed by law or legal process.



## Duration

This confidentiality obligation will continue for a period of three (3) years following the termination of this Agreement. Both DocuPal Demo, LLC and ACME-1 are legally required to uphold confidentiality during the agreed upon term.

# Indemnification and Liability

## Indemnification

Each party (the "Indemnifying Party") agrees to protect, defend, and hold harmless the other party (the "Indemnified Party") from and against any and all losses, damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or relating to any claim, demand, suit, or proceeding brought by a third party to the extent that such claim, demand, suit, or proceeding is based upon:

- Any breach of this Agreement by the Indemnifying Party.
- The Indemnifying Party's negligence or willful misconduct.

This indemnification provision shall survive the termination of this Agreement.

## Limits of Liability

Docupal Demo, LLC will not be responsible or liable for any of the following:

- Any defects in the property being sold.
- Any representations or statements made by ACME-1.

ACME-1 acknowledges that Docupal Demo, LLC will maintain errors and omissions insurance coverage during the term of this Agreement. This insurance is intended to cover errors or omissions made by Docupal Demo, LLC in its professional capacity. The coverage amount and specific terms of the policy are subject to the policy itself. This insurance does not cover intentional misconduct or fraudulent acts. The liability of Docupal Demo, LLC shall be limited to the extent of its errors and omissions insurance coverage.



# Dispute Resolution

In the event of any dispute arising out of or relating to this Agreement, the parties agree to the following dispute resolution process.

## Mediation

First, the parties will attempt to resolve the dispute through mediation. Mediation will be initiated by written notice from one party to the other, outlining the nature of the dispute and the relief sought. The parties will then have thirty (30) days from the date of the notice to select a mutually acceptable mediator. The mediation will be held in [CITY, STATE] unless otherwise agreed. Both parties will share the costs of the mediator equally.

## Arbitration

If mediation is unsuccessful in resolving the dispute, the parties agree to submit the dispute to binding arbitration. Arbitration must be initiated within sixty (60) days of the failed mediation. The arbitration will be conducted in accordance with the rules of the American Arbitration Association. A single arbitrator will be selected by mutual agreement of the parties. If the parties cannot agree on an arbitrator, the American Arbitration Association will appoint one. The arbitrator's decision will be final and binding on both parties, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

## Governing Law

The laws of the State of [STATE] will govern the interpretation, validity, and enforcement of this Agreement and the resolution of any disputes.

# Miscellaneous Provisions

## Notices

All notices related to this Agreement must be delivered via certified mail or email. Confirmation of receipt is required for all notices to be considered valid. Notices shall be sent to the addresses listed in the introductory section of this Agreement,



unless either party notifies the other in writing of a change of address.

## Amendments

This Agreement may only be amended by a written instrument signed by both DocuPal Demo, LLC and ACME-1. Any modifications or changes to this Agreement must be formalized in writing to be effective.

## Assignment

Neither party may assign or delegate its rights or obligations under this Agreement without the prior written consent of the other party. Any attempted assignment without such consent will be void.

## Entire Agreement

This Agreement constitutes the entire agreement between DocuPal Demo, LLC and ACME-1 relating to the representation of the property and supersedes all prior or contemporaneous communications and proposals, whether oral or written, between the parties with respect to the subject matter of this Agreement.

## Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.

## Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that comes closest to expressing the intention of the original provision.

# Signatures and Execution

This Seller Representation Agreement is effective as of [DATE].

By signing below, DocuPal Demo, LLC and Acme Inc. agree to all terms and conditions outlined in this agreement.



## Parties

**DocuPal Demo, LLC**

By: [AGENT NAME]

Title:

Date:

**Acme Inc.**

By: [SELLER NAME]

Title:

Date:

## Notarization

This agreement requires notarization to be legally binding. Please ensure that signatures are duly notarized by a qualified notary public.

