

Shared soil is NOT for rent or commission! Empowering ecological and economical exchanges, this contract template provided by ecosteader.com. This template is FREE and licensed under CREATIVE COMMONS FREE CULTURE 4.0. YES you are ALLOWED to copy and/or modify this document for any purposes, with or without attribution to Ecosteader & Co.



Page One to be completed by the Owner / SELLER.

**Parcel or Property
For Sale By Owner
Full Cash Offer or Optional Monthly Payments
Oregon Statutory Notice Included
*Purchase Offer and Agreement***

Owner: _____

APN: _____

County, State: _____, _____

Legal Description:

Exclusions:

Disclosures:

ECOSTEADER name: _____

ECOSTEADER address: _____

CONSIDERATION offered (choose one):

Full Cash Option

☐ For a **one-time CASH payment** of \$ _____; that is otherwise written as _____ dollars.

Monthly Cash Payment Option

☐ For an **up-front CASH payment** of \$ _____; that is otherwise written as _____ dollars, to be followed by monthly payments which are due on the _____ of each month, and starting on _____, 20____ as the first of

☐ 12 ☐ 24 ☐ 36 ☐ 48 ☐ 60 ☐ OTHER _____

Each monthly payment will be: _____ dollars and ____ cents, and each payment fulfills a portion of the Ecosteader's payment for EQUITY on the parcel.

For either of these options, the ECOSTEADER agrees to the **PERMANENT No Rent Covenant that is part of the Deed**. It means that the ECOSTEADER MAY NOT COLLECT RENT(S), MAY NOT LEASE OR SUBLEASE, MAY NOT SELL FOR COMMISSION, and IS PROHIBITED FROM COLLECTING ANY FEES WHATSOEVER from any third-party or parties' use or occupation of any part or portion of the parcel. This Covenant was designed to permanently protect the parcel from being used and abused as an AirBnB rental, or a greedy Landlord's property. The Covenant is permanent and binding, and it cannot be removed from the Deed.

If found in violation of this covenant, the ECOSTEADER agrees to immediately forfeit all EQUITY and rights to occupy the parcel, will remove all personal property from the parcel, and understands that they will not be allowed to recover any portion of any payments made, regardless of amount.

Initial here to acknowledge and agree to the **PERMANENT No Rent Covenant** that is an inherent part of the Deed protecting the parcel: _____

Upon final payment, how will you take **Legal Title**? (You may wait to complete this information upon the SELLER's acceptance of your offer.) Choose ONE:

☐ As a single person.

☐ As a married person.

☐ Other _____.

☐ Joint Ownership

Tax ID # of partnership _____ - _____.

☐ As a Legal Corporation or LLC

Tax ID # of entity _____ - _____.

Oregon law requires the following statements regarding due diligence for parcels and lots located in Oregon: BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSONS RIGHTS, IF ANY, UNDER ORS [195.300](#) AND [195.305](#) TO [195.336](#) AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS [92.010](#) OR [215.010](#) TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS [30.930](#), AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS [195.300](#), [195.301](#) AND [195.305](#) TO [195.336](#) AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Signature Page

APN from Page One: # _____

When signed by both parties, this full document constitutes a LEGAL AND BINDING CONTRACT between two competent parties who agree that each has done their due diligence on the property identified by APN and Legal Description on *Page One*. ECOSTEADER understands that if this offer is accepted by the OWNER and the document is signed by both parties, the agreement between the ECOSTEADER and OWNER is to carry out the transfer of Legal Title in accordance with either "Full Payment" or "Payment Schedule" Options, both of which are subject to the **Permanent No Rent Covenant**. The final transfer of Legal Title is wholly contingent receipt, acceptance, and full clearance of ECOSTEADER's payment(s) to OWNER, according to the process outlined by OWNER.

For "Monthly Cash Payment Option", a late payment may be assessed at no more than 20 dollars per month. Complete lack of payments or communication for 90 days or more shall render this contract NULL and VOID, and no refunds will be issued.

ECOSTEADER will receive Legal Title to the aforementioned parcel, executed with a Special Warranty Deed after full payment obligations have been fulfilled.

A copy of the Deed of Record will reside in _____ COUNTY in
_____ STATE.

Document recording fees to be paid to the County by (circle one or indicate percent for each)

OWNER

ECOSTEADER

Signature of OWNER: _____

Date: _____

Signature of ECOSTEADER: _____

Date: _____