

Dragonfly Homes
by Mindy, LLC

EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

AZDOH License 9150
Mindy@Dragonflyhomesbymindy.com
225 E. Main Street Suite 201
Mesa, AZ 85201
Phone: 701-306-1327

1. **EXCLUSIVE RIGHT TO SELL:** In consideration of the acceptance by the undersigned licensed Manufactured Home Broker/Dealer of the terms of this Listing Agreement (listing) and Broker/Dealer's promise to attempt to effect a sale of this Property described below. I, or we, as Owner(s) employ and grant Broker/Dealer the exclusive right commencing on January 14, 2024 and ending at 11:59 PM on April 30, 2024 to sell or exchange the property described below.
2. **THE PROPERTY:** for the purpose of the Listing Agreement, the Property is personal property in Maricopa County, Arizona, plus all fixtures and improvements thereon, described as follows:
 Manufacturer: Skyline Model: MH Year: 1971 Titled Size: 24x4 2 Beds: 2 Baths
PA6298LJSCS11691U/ Tax Year: 2023 64.54 Current Year Paid? Yes No
 VIN(s): _____ Tax Amount: _____
None ACCT #: N/A Phone: _____

Status: Occupied Vacant Patio Carport Screen Rm Deck A/C Central Air Hot Water Heater Gas ElecIncluded Appliances: Stove Cook Top Built-In Oven Microwave Dishwasher Refrigerator Freezer Water Softener RO System Washer Dryer (Stackable Side-by side) Number of Sheds 1 Furnished? Y N Partial
(incl. list of furnishings)Owner(s) Name(s) on Title: JEFFREY L MOSER IRRV SUB-TRUST-MOSOwner(s) Phone: Mobile: (480) 859-5966Owner(s) Email(s): jeff.moser54@gmail.com

*By providing email you hereby give Dragonfly Homes By Mindy, LLC permission to communicate with you via email and/or other electronic means about this transaction and hereby subscribe to notifications and mailings as they may be provided. You may opt out at any time.

Park Name: Sunspire Seller Lot Rent: \$ 930Park/Property Address: 2600 E Allred Ave Space#: 83
City: Mesa State: Az Zip: 85204

3. **Price:** The listing price will be \$ 59,000 (this must be a number per AZ Statue). The selling price will be the price offered by Purchaser and accepted by the Owner(s), to be paid as described, in terms accepted by Owner(s). The Owner(s) requests the Broker/Dealer to present all offers.
4. **Fixtures and Personal Property:** Except as provided, the Property includes all of the following existing fixtures, heating and cooling equipment, built-in appliances, attached light fixtures and ceiling fans, towel, curtain and drapery rods, draperies and other window coverings; attached carpeting, fireplace equipment, TV antennas, attached plant watering, fire suppression and misting systems, water treatment systems, smoke detectors, fire warning systems, security systems; window and door screens, sunscreens, storm windows, and doors, storage shed(s) and fencing.
5. **Access and Lock Box:** Owner(s) authorizes Broker/Dealer to install and use on the Property, a lock box containing a key to the Property. Owner(s) acknowledges that a lock box and any other keys left with or available to Broker/Dealer will permit access to the Property by Broker/Dealer or any other Broker/Dealer, with or without potential purchasers, even when Owner(s) and occupant are absent. If the Property is occupied by someone other than the Owner(s), Owner(s) will provide to Broker/Dealer the occupant's name and phone number. Owner(s) acknowledges that neither the Broker/Dealer agent nor sub agent is insuring Owner(s) or occupant against theft or vandalism resulting from such access. Owner(s) authorizes Broker/Dealer to place signs on the Property and to advertise at Broker/Dealer's discretion. **Lock Box (Y / N)**
6. **Commissions:** If Broker/Dealer produces a ready, willing and able Purchaser in accordance with listing, or if a sale or exchange of Property is made by Owner(s) through any other agent, or otherwise, during the term of this agreement Owner(s) agrees to pay the Broker/Dealer a (choose one) flat commission of \$ _____ or a 6.0 % commission of the final sales price, with a minimum commission of \$3500.00. The commission does not change if Broker/Dealer works in conjunction with another Broker/Dealer. If Owner(s) produces their own buyer during the term of this agreement, regardless of the source, the above commission still applies. JLM (Initials).
7. **After Expiration:** After the expiration of this agreement, the same commission will be payable, if the sale is made within 90 days of the expiration of this agreement, by Owner(s), to any person to whom the Property has been shown and the Owner(s) has been notified of Potential Purchaser during the term of this agreement.



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- 8. Earnest Deposit:** Owner(s) authorizes Broker/Dealer to accept earnest deposits on behalf of Owner(s) and to issue receipts for such earnest deposits. Per Arizona Statute, when selling price is \$50,000 or more, Owner(s) authorizes Outside Title Company to Deposit & Disperse all Earnest Money. If any earnest deposit is forfeited, it will be divided equally between the Broker/Dealer and Owner(s)
- 9. Third Party Escrow:** A purchaser of a manufactured/mobile home that is previously owned and has a purchase price of less than fifty thousand dollars (\$50,000.00) may request in writing that the dealer or broker use an independent escrow account, otherwise the transaction may be handled through a trust account controlled by the dealer or broker. Owner(s) by signing the RESALE UNDER \$50,000 ADDENDUM agree to the above election by Buyer(s). Furthermore, Owner(s), unless specifically requested by the Owner(s) and agreed to by the Buyer(s), herein agree to use an independent escrow company of the Broker/Dealer's designation. Independent escrow company fees are not included under this agreement and will be in addition to any fees addressed herein.
- 10. Agency Relationships:** Owner(s) understands that Broker/Dealer will act as Owner(s)'s agent with respect to this agreement. Owner(s) understands that Broker/Dealer may also represent a buyer who wishes to purchase property. In that event, Broker/Dealer would be the agent for both the Owner(s) and potential purchaser. Since Owner(s) does not want to limit the range of possible purchasers, Owner(s) agrees to work with the Broker/Dealer to resolve any potential agency conflict that may arise.
- 11. Warranties by Owner(s) on the Sale of the Property:** (a) **CONDITION OF PROPERTY:** Neither Owner(s) nor Broker/Dealer offer any warranty with regard to condition of property at time of sale. All properties are sold as-is/where-is unless otherwise indicated. (b) **INFORMATION:** Owner(s) understand Broker/Dealer will be passing on information. Owner(s) warrants that the information given Broker/Dealer to be true.
- 12. Title:** Upon acceptance of a Purchase Contract, Owner(s) agrees to furnish to Broker/Dealer, a marketable Arizona certificate of title, or equivalent, which will be free and clear of Liens and encumbrances upon closing.
- 13. Possession:** Possession of the property to be given to the Purchaser at Closing, unless otherwise designated on the Offer to Purchase. (a) If Owner(s) occupies after closing, a maximum of \$2,000, Possession Escrow will be held in Broker/Dealer's Trust Account or independent escrow account until Owner(s) vacates and a walk through is done by Buyer. (b) Funds will be released to Owner(s) if the home is in the same condition as the day of initial walk-through, all personal property removed, unless otherwise agreed upon, and the property left in "broom clean" condition with all fixtures and appliances intact. If not, repair, replacement and/or clean-up will be paid for from the funds held and the balance will be paid to the Owner(s). JMST **Owner(s) Init**
- 14. Release of Liability:** Broker/Dealer is hereby relieved of any and all liability and responsibility for everything stated in Paragraph 10.
- 15. Payments of Proceeds:** Owner(s) proceeds delivered to Owner(s) at Close of Escrow. Delivery can be in person, by electronic transfer or by mail.
- 16. Commissions payable for the sale of property** are not set by any board or association in any manner other than by negotiation between the Broker/Dealer and the Owner(s). By signing below, Owner(s) acknowledges he/she has read, understands, and accepts all terms and provisions contained herein and that he/she has received a copy of this listing.

Trustee

DocuSigned by:

JEFFREY L MOSER IRRV SUB 5 PROST-MOSER FAMILY TRUST dated 12/16/99

75B4BF3F008C422...

Owner Signature

Date

Owner Signature

Date

JEFFREY L MOSER IRRV SU

Owner Printed Name

Owner Printed Name

Owner(s) Mailing Address: 13223 N 98th Ave

Street

Unit H

Sun City AZ 85351

Lot#

City, State, Zip

Agent Name: Mindy Willert Broker

Agent License Number: 9150

DocuSigned by:

Mindy Willert

1/14/2024

806C8EC2DBC478

Agent Signature

Date

DS
JMST
Owner(s) Init