

FAMILY HOMES
13791 Roswell Ave Ste A
Chino, CA 91710
(909) 591-4700

EXCLUSIVE AUTHORIZATION AND RIGHT TO SELL AGREEMENT
(Minimum Listing 120 days)

SELLERS NAME _____ PHONE _____

ADDRESS _____

PARK NAME _____ PHONE _____

ADDRESS _____

MANAGER'S NAME _____ RENT \$ _____ SPACE # _____

YEAR	MAKE	MODEL	WIDTH	LENGTH	# BDRMS	#BTHRMS	EXPANDO

LICENSE # _____ SERIAL # _____ DOH OR HUD # _____

LEGAL OWNER _____ LOAN # _____

APPROX PAYOFF _____ REGISTRATION EXPIRES _____

Not providing an original current registration will result in a \$25 fee () ()
In the event the home is owned free and clear, original certificate of title must be provided or a \$25 fee will be incurred () ()
Transfer disclosure statement signed by SELLER must be attached.

ACCESSORIES, APPLIANCES & EQUIPMENT (check if included)

REFRIGERATOR _____ RANGE _____ DISHWASHER _____
(Make - Model) (Make - Model) (Make - Model)

WASHER/DRYER _____ A/C OR COOLER _____
(Make - Model) (Make - Model)

OTHER APPLIANCES, ACCESSORIES & EQUIPMENT _____

SPECIAL NOTES: _____

SELLER(S) hereby employ(s) Family Homes located at 13791 Roswell Ave., #A, Chino, CA 91710, DEALER.

1. SELLER herein and in consideration of the services of DEALER hereby exclusively and irrevocably lists with DEALER the manufactured home together with accessories listed and checked above and grants to DEALER the exclusive right to sell the same as follows:

A) Commencing _____ and expiring at 12:01 am on _____ unless there is a written extension by SELLER(S) allowing DEALER to sell the manufactured home and accessories listed above beyond said term.

B) SELLER has negotiated the following compensation with DEALER (check and complete applicable section):

1) _____ NET LISTING. SELLER to receive \$ _____ less liens set forth above. **DEALER may retain any amount in excess of the amount the SELLER has agreed to as the purchase price in the listing agreement as the DEALER's compensation or commission, with a minimum commission of \$ _____.** A buyer's offer may be in excess of the amount that SELLER has agreed to accept as a purchase price in the listing agreement. Additional costs or payments involved in the sales transaction may be deducted or made from the amount the seller has agreed to accept as the purchase price in the listing agreement at the close of escrow.

2) _____ PERCENTAGE LISTING OR FLAT FEE: Gross sales price \$ _____. DEALER to receive _____ percent of the selling price, or a flat fee of \$ _____ (specify one or the other). Gross Sales Price is hereby defined as total sales price (excluding any fees and taxes) for manufactured home and all listed and checked accessories before deductions for liens.

(C) SELLER hereby AUTHORIZES DEALER to keep key to manufactured home in a lock box at manufactured home for the purpose of sharing same with the sales personnel of DEALER.

2. DEALER is hereby authorized to accept the offer of any purchaser which shall be in accordance with the terms herein or on such different terms as are authorized in writing by SELLER(s) and to prepare and execute on SELLER'S behalf any and all documents and to take all action necessary to conclude said transaction and to accept deposit or deposits from a PURCHASER for the sale of said manufactured home and said accessories. If during the listing period or any extension thereof DEALER produces a ready, willing and able purchaser for the manufactured home, the commission set forth in this Agreement is deemed earned. SELLER agrees to pay the commission as set forth above to DEALER at DEALER'S place of business and the same is designated a lien against proceeds of sale of same.

3. In the event the manufactured home is sold by SELLER(s) and or any agent of SELLER(S) and or an agreement of sale is entered into by SELLER(s) and/or is conveyed, leased or withdrawn from sale without approval of DEALER during the time set forth herein or during any extension authorized by SELLER(s) or is a party or parties with whom DEALER negotiated during the term hereof or any such extension DEALER shall be entitled to its commission and the same is hereby designated a lien against the proceeds from any sale, lease and or other transfers as follows.
 - (a) Net listing - 15% of the amount SELLER was to receive as set forth in paragraph 1(b) (1) above.
 - (b) % listing or flat fee - same % of gross sales price or flat fee as set forth in paragraph 1 (b) (2) above.
4. In the event a PURCHASER defaults. DEALER shall be entitled to a 50% of deposit forfeited, if any, up to the full amount of DEALER's commission as set forth in paragraph 3 above, with the remainder to go to SELLER. This paragraph shall in no way require DEALER to seek forfeiture of said deposit.
5. SELLER agrees to execute all documents and take any and all action reasonable required by DEALER and or PURCHASER to conclude the sale of the manufactured home and accessories to be sold including, but not limited to, execution of a Bill of Sale on said manufactured home and all accessories being sold herein as well as manufactured home escrow instructions if applicable. In the event a transaction is terminated because of SELLER's failure to complete the same with a ready, willing and able PURCHASER, DEALER shall be entitled to its commission in the same amounts as set forth in paragraph 3 above.
6. SELLER authorizes DEALER to advertise the manufactured home in such manner as DEALER deems appropriate and further authorizes DEALER and/or his agents or employees to show the manufactured home to potential PURCHASERS at reasonable times.
7. SELLER agrees to notify DEALER of any change of address or phone number within three (3) days of such change.
8. ()SELLER, by initialing the box herein, hereby guarantees and represents that except as set forth above there are no other existing liens, obligations or encumbrances against the mobile home or any accessories being sold with said mobile home, including but not limited to property taxes and/or registration fees.
9. SELLER hereby indemnifies and holds harmless DEALER, his agents and employees from any and all liability for damage or injury to a PURCHASER potential PURCHASER or other third party resulting from defects or hazards in or around the manufactured home or from breach of any warranty, representation or guarantee concerning the manufactured home, whether expressed or implied except for intentional material misrepresentations made by DEALER, his agents or employees which shall be solely the responsibility of the party making such intentional misrepresentation. Said indemnification and hold harmless shall also be applicable for any damages or injuries suffered by reason of failure of the manufactured home community to allow transfer of the unit or renting of the space to a PURCHASER.
10. SELLER hereby waives any and all claims, action or right of action he has or may have against DEALER, his agents or employees for failure of a potential PURCHASER and/or his agents or employees or any third party or escrow company from completing the sales transaction or from remitting funds for the purchase of the manufactured home and/or for payoff of any lien on said manufactured home and/or absconding with same except SELLER does not waive any rights to seek damages from the specific party or parties who intentionally fail to remit such funds or abscond with same.
11. ()SELLER, by initialing the box herein, authorizes DEALER, his agents and/or employees or the potential PURCHASER to contract on SELLER(s) behalf for labor and materials necessary to bring the manufactured home and its surrounding area up to the manufactured home community's and/or any government agency's standards in order to transfer same to a PURCHASER and SELLER agrees to pay for same, or have same deducted from net proceeds.
12. ()SELLER, by initialing the box herein, hereby understands that prorated property taxes, space rent & utilities will be deducted from SELLER(s) proceeds at time of closing unless proof is provided from the county tax collector/mobile home park verifying fees have already been paid. In the event an amount owed is not given to DEALER by close of escrow. SELLER authorizes DEALER to hold in escrow an amount that DEALER deems necessary to pay these fees. Upon receipt of bills from tax collector/manufactured home community, they will be paid and any money left will be refunded to SELLER. In the event there are not sufficient funds in escrow to cover said bills, SELLER will bring DEALER a cashier's check or money order for the difference within forty-eight (48) hours of being notified.
13. ()SELLER, by initialing the box herein, warrants that the manufactured home conforms to all Health and Safety Code requirements, to all regulations of the Department of Housing and Community Development, to all regulations of the Department of Motor Vehicles, and to all applicable local ordinances, and if not SELLER authorizes DEALER to contract on SELLER's behalf for labor and materials necessary to bring the manufactured home and it's surrounding area up to any governmental agency's standards in order to transfer same to PURCHASER and SELLER agrees to pay for same, or have same deducted from net proceeds.
14. This Agreement shall be binding upon and shall inure to the benefit of the parties, their agents or employees, heirs, assigns and successors in interest.
15. This Agreement may be amended only by a written agreement executed subsequent hereto. Any such later agreement and/or written escrow instruction shall not modify or supersede the terms of the Agreement unless specifically contrary to the terms of this Agreement or unless said Agreement specifically states that all prior agreements are superseded.
16. In the event it becomes necessary to sue, to enforce, or sue for breach of any of the terms of this Agreement the prevailing party(ies) shall be entitled to reasonable attorney's fees and court costs in addition to other damages said party may suffer.
17. This Agreement has been entered into at the place designated below and shall be interpreted in accordance with the laws of the State of California.
18. In the event any portion of this Agreement is deemed to be unenforceable by a court of competent jurisdiction, the remaining portions of the Agreement shall, nevertheless remain in full force and effect.
19. Time is specifically declared to be of the essence in this Agreement.
20. SELLER agrees to vacate the manufactured home and to remove all personal property not being sold with the manufactured home within ___ days from being notified either orally or in writing by DEALER that a PURCHASER of same intends to take possession of same. SELLER understands that should the manufactured home be destroyed or damaged prior to the time possession is transferred to PURCHASER. PURCHASER will be able to nullify the transactions and loss will be the responsibility of SELLER. SELLER agrees to execute escrow Instructions and any and all other documents necessary to effectuate the sale of the manufactured home and its accessories.
21. I(WE) ACKNOWLEDGE I(WE) HAVE READ THIS AGREEMENT AND UNDERSTAND THE TERMS THEREOF AND DO FURTHER ACKNOWLEDGE RECEIPT OF A COPY OF SAME

Executed at _____, California this _____ day of _____, 20____.

(City)

Seller

Seller

In consideration of the above, DEALER agrees to use diligence In procuring a PURCHASER.

FAMILY HOMES BY _____ LIC # _____