



Dragonfly Homes By Mindy LLC License #9150
EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

225 E Main Street Ste 201
Mesa AZ 85201

- 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 2, 2024 and ending at 11:59 PM on March 31, 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 _____ County, Arizona, plus all fixtures and improvements thereon, described as follows:

Manufacturer: Caveo Model: PT Year: 2022 Titled Size: 12x33 Beds: 1 Baths: 2
VIN(s): CFPUS3442N1314542 Tax Year: 2023 Tax Amount: \$ _____ Current Year Paid? [] Yes [] No

Lien Holder: CAP Financial Service ACCT #: _____ BAL: _____ Phone: _____
Status: [] Occupied [x] Vacant

Included Appliances: [x] Stove [] Cook Top [] Built-In Oven [x] Microwave [x] Dishwasher [x] Refrigerator [] Freezer [] Water Softener
[] RO System [x] Washer [x] Dryer [x] Stackable [] Side-by-side) Number of Sheds _____ Furnished?: [] Y [] N [x] Partial
(incl. list of furnishings)

Owner(s) Name(s) on Title: Drake C Fink / Virginia Ann S Fink *Must match the name on this contract
Owner(s) Phone: Mobile: 303-469-2192 Other _____
Owner(s) Email(s): ginif@comcast.net drakef992@gmail.com

*By providing email you hereby give Piper Capital Holdings, 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: Mesa Regal Lot Rent: \$ _____

Park/Property Address: 4700 E. Main St. Space#: 1978
City: Mesa State: AZ Zip: 85205

- 3. Price: The listing price will be \$205,000 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 ([x] 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 [x] a commission of 6% of the final sales price, with a minimum commission of \$3,500. The commission does not change if Broker/Dealer works in conjunction with another Broker/Dealer.
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 Owner(s) has been notified of Potential Purchaser during the term of this agreement.
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. **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 purchase property. In that event, Broker/Dealer would be as 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 and potential agency conflict that may arise.
- 10. **Warranties by Owner(s) on the Sale of the Property:** (a) **CONDITION OF PROPERTY:** Neither Seller 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) warrant that the information given to Broker/Dealer to be true.
- 11. **Title:** Upon acceptance of a Purchase Contract, Owner(s) agrees to furnish to Broker/Dealer, a marketable Arizona certificate of title which will be free and clear of Liens and encumbrances upon closing.
- 12. **Possession:** Possession of the property to be given to the Purchaser on or before _____ (AM/PM) on _____ (date). (a) If Seller occupies after closing, a maximum of \$2,000, Possession Escrow will be held in Broker/Dealer's Trust Account until Seller vacates and a walk through is done by Buyer. If the home is in the same condition as the day of closing, the funds will be paid to the Seller, if not, repairs will be paid for from the funds held and the balance will be paid to the seller. _____ **Seller Init**
- 13. **Release of Liability:** Broker/Dealer is hereby relieved of any and all liability and responsibility for everything stated in Paragraph 10.
- 14. **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.
- 15. **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.

Drake C. Erik 1/2/24 Virginia Ann S. Junk 1-2-2024
 Owner(s) Signature Date Owner(s) Signature Date

Owner(s)'s Mailing Address: 15510 N. LaComata Space#: 5330
 City: Surprise State: AZ Zip: 85374

Agent Signature: Mindy W. Hertz
 Agent Printed Name: Mindy W. Hertz
 Agent License #: 9150

25F
DRS
 Owner(s) Init