

# Allstar Mobile Home Sales, LLC

## Exclusive Listing Agreement and Agreement for Broker Services



### THIS EXCLUSIVE LISTING AGREEMENT AND AGREEMENT FOR BROKER SERVICES

(the "Agreement") is entered into this January 5, 2024 (the "Effective Date"), by

and between The Shirley J Garay Family Trust ("Seller"), whose address is 167 Begonia Terrace, Parrish, FL 34219-9225 and **Allstar Mobile Home Sales, LLC, a Florida limited liability company** ("Broker"), whose address is 6305 18<sup>th</sup> Street East, Ellenton, FL 34222.

In exchange for the terms and conditions contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Broker and Seller hereby agree to the following:

1. The Seller is the owner of a mobile or manufactured home (the "Home") identified as follows: 1998 [Year] and CLAS [Manufacturer]. Size: 53' [Length] and 27' [Width] bearing Vehicle Identification Number(s) (VIN): JACFL18586A JACFL18586B and Florida Title Number(s) 18533838 18533837.

List Price \$ 169,000.00

The sale of the Home shall include all the appliances and fixtures located in the Home and the following personal property: Fully-furnished

The Seller's personal belongings and the following personal property shall be excluded from the sale of the Home: Gray living room loveseat, grandfather clock, Lowrey organ, primary bedroom comforter, various items in shed - tools and many of the holiday decorations, TBD

The sale of the Home shall not include the sale of real property unless otherwise agreed to by the parties in writing.

The Seller owns the Home free and clear from any liens or encumbrances. The Seller desires to sell the Home and is hereby engaging the services of the Broker as the exclusive listing agent in accordance with the terms and conditions set forth in this Agreement. The Broker accepts the appointment as the Broker and exclusive listing agent for the sale of the Home. The Seller hereby grants to the Broker the exclusive right to sell the Home.

2. The Broker warrants and represents that it is a duly licensed "mobile home broker" as defined in Chapter 320, Florida Statutes. The Broker is engaged in the business of offering to procure or procuring mobile homes to the general public. The Broker shall provide advertising, marketing, and negotiation services to the Seller. The Broker shall use reasonable, diligent efforts to sell the Home and the

Seller authorizes Broker to market the Home by any means in which the Broker deems appropriate, including, but not limited to, sign displays, flyers, listing services, online resources, and the use of photographs of the Home. The Broker will have the sole and absolute discretion and control of the marketing efforts to sell the Home. The Seller shall not interfere or disrupt Broker's efforts. Upon locating a prospective buyer for the Home, the Broker will negotiate the sale of the Home by acting as the agent for the Seller. The Seller agrees that the Broker is the Seller's sole agent during any and all negotiations with prospective buyers, and the Seller grants the Broker full permission to negotiate on the Seller's behalf. At the time the Broker locates a prospective buyer, the Broker shall prepare an offer for the prospective buyer to execute and present to the Seller. If the Seller wishes to counteroffer the buyer's offer, the Broker communicate the counteroffer to the buyer as soon as reasonably practicable and will continue to negotiation the terms until the parties reach an agreement or the offer/counteroffer is rejected or withdrawn.

3. The term (the "Term") of this Agreement shall be for a period of <sup>L6w</sup> ~~3~~ <sup>6</sup> months which begins on the Effective Date and shall automatically terminate on <sup>L6w</sup> ~~4/5/2024~~ <sup>7/5/2024</sup>, unless otherwise extended in writing by the parties. April 11, 2024      April 12, 2024

4. The Seller shall pay the Broker in exchange for the Broker's services a fee of <sup>L6w</sup> ~~0%~~ <sup>5%</sup> of the purchase price of the Home or \$2,500.00, whichever is the greater (the "Broker Fee"). The Broker Fee shall be due and payable to the Broker at the closing of the sale of the Home if the Home sells during the Term to any buyer. The Broker Fee shall be paid in U.S. dollars at closing. In addition to the foregoing, the Seller shall be obligated to pay the Broker Fee to the Broker in the event the Home is sold within 180 days of the date of termination of this Agreement to any prospective buyer who was shown or discussed the Home with the Seller or the Broker during the Term.

5. The Seller understands that the Broker will invest time and resources in furtherance of procuring a buyer in accordance with the terms and conditions contained in this Agreement. Therefore, in the event the Seller requests to terminate this Agreement and the Broker agrees to such termination prior to the expiration of the Term, the Seller agrees to pay a termination fee to the Broker of \$500. The termination fee is payable in U.S. Dollars and will be due to the Broker simultaneous with the Broker's execution of a release of this Agreement. However, nothing contained herein shall require the Broker to agree to an early termination of this Agreement. The Broker may terminate this Agreement for any reason with or without cause.

6. The Seller agrees to provide Broker with access to the Home upon reasonable request by the Broker. The Seller will provide the Broker with all keys necessary to access the Home. In the event the Home is vacant during the Term, the Seller hereby grants access to the Broker at any time during the Term. The Seller shall keep the Home in a clean, presentable condition.

7. The Broker may use a lock box system to show and access the Home. The Seller is advised to secure or remove cash, jewelry, and other valuable from the Home. The Seller agrees that the lock box is for the Seller's benefit and therefore the Seller releases, indemnifies, and holds harmless the Broker, its agents, employers, officers, and owners release Broker from any and all liability, loss, damages, injury, and claims that may arise at the Home.

8. The Seller shall disclose in writing any known deficiencies or defects of the Home to the Broker and any prospective buyer.



9. The date, place, and time of the closing of the sale of the Home (the "Closing") shall be specified in a purchase and sale agreement executed by the Seller and a buyer. The Broker will provide the necessary forms to complete the sale of the Property including, but not limited to, a purchase agreement, bill of sale, settlement statement, title transfer forms, and other documents deemed necessary by the Broker. In the alternative, the Closing may be performed by an attorney, bank, or third party at the sole cost and expense of the Seller. In the event the Broker does not consummate the Closing, the Seller shall remain obligated to pay the Broker Fee and the closing agent is hereby directed to pay the Broker Fee directly to the Broker from the Seller's sale proceeds. Payment of the Broker Fee shall be due at closing. The Seller shall provide the buyer at closing with keys to the Home, mailbox, and park amenities, if applicable. Notwithstanding any terms contained herein, the Broker shall not be responsible for obtaining or transferring the certificate of title(s) for the Home.

10. This Agreement shall terminate upon (i) the expiration of the Term, (ii) upon the request of the Seller, subject to the obligations set forth in Paragraph 5, or (iii) upon the Closing. Notwithstanding the foregoing, the Seller shall be obligated to pay the Broker Fee to the Broker in the event the Home is sold within 180 days of the date of termination of this Agreement to any prospective buyer who was shown or discussed the Home with the Seller or the Broker during the Term.

11. If a buyer cancels a purchase and sale agreement before Closing and the Seller receives the buyer's deposit in accordance with such agreement, the Broker shall be entitled to claim 50% of such deposit as compensation for the Broker's services in procuring such buyer.

12. This Agreement shall become effective upon full execution by the Broker and the Seller. This Agreement supersedes all offers, negotiations, and other agreements concerning the subject matter contained in this Agreement, whether written or oral. The Seller understands that the Broker makes no guarantee that the Home will sell; however, as provided herein, the Broker shall use reasonable, diligent efforts to procure a buyer.

13. This Agreement shall be governed by and interpreted in accordance with Florida law. If litigation arises out of this Agreement and the Broker is prevailing party, the Broker shall be entitled to recover reasonable attorney fees and costs from the Seller. Jurisdiction and venue for any such litigation shall lie solely in exclusively in Manatee County, Florida.

14. All notices shall be made via personal delivery, certified mail to a party's respective address provided herein with evidence of receipt, or e-mail.

IN WITNESS WHEREOF, the Broker and the Seller have executed this Agreement as of the Effective Date.

BROKER

Allstar Mobile Home Sales, LLC

SELLER

Shirley J. Garay  
Print: Shirley J. Garay  
January 6, 2024

By: Leslie B. Wells  
Print: Leslie B. Wells  
January 6, 2024

Print: \_\_\_\_\_