



Galaxy Homes
12852 Bubbling Well Rd.
Santa Ana, Ca. 92705
833.459.9467

CONTRACTUAL LISTING AGREEMENT

NOTICE: THIS FORM IS DISTRIBUTED SOLELY BY AMN PUBLICATIONS, DUPLICATION OF ALL OR PART IS STRICTLY FORBIDDEN.

1. RIGHT TO LIST, SHOW AND SELL

GALAXY HOMES, declaring to be properly licensed in California and hereinafter referred to as "AGENT", is hereby employed to list, show and sell my/our ownership interest in a manufactured/mobile home in the following manner.
As my/our exclusive irrevocable AGENT with this listing agreement commencing on 11/27/23 and expiring on 5/27/24 unless extended in writing.
As my/our non-exclusive AGENT with an open/multiple listing agreement until notified otherwise by me/us in writing.

2. MANUFACTURED/MOBILEHOME DESCRIPTION, ADDRESS, REGISTRATION, AND TAX TYPE

Table with columns: YEAR (2007), MAKE (Fleetwood), MODEL (CELEBRATION), SIZE (27X40), EXPANSO/ADDITIONS, BEDROOM(S), BATHROOM(S), CARPORT, PATIO, PORCH, DECK, AIR CONDITIONING, ETC., HCD/HUD #, SERIAL #, DECAL / LIC #, \$ FEE, PARK RENT, FAMILY, 55, 62, PETS, AR2326744, AR2F1221A, LBN5037, LPT PAR #, \$ FEE, LEASE, HOW REGISTERED, AR2326743, AR2F1221B, 39678C13, 39678C13, EXACT SITE ADDRESS, 5001 W. FLORIDA AVE HEMET #477, OWNER'S NAME, ADDRESS & PHONE #, LAURA GATES, CA 92515, INCLUDED IN SALE: WASHER, DRYER, DISHWASHER, MICROWAVE, REFRIGERATOR, RANGE, OVEN, DISPOSAL, SKIRTING, SHED, FURNITURE, OTHER:

3. TERMS OF SALE

The sale price shall be \$ 700,540 or more, to be paid as checked: Total to be paid into escrow.
A down payment of not less than \$ 1000- to be paid into escrow with the balance of \$ TBD to be paid in accordance with terms acceptable to me/us.
A. The manufactured/mobile home has been registered with the Department of Housing and Community Development.
B. AGENT is hereby authorized to deposit into escrow any deposit accepted toward the purchase of the above described manufactured/mobile home, including accessories (if any), offered in accordance with the terms specified above.
C. I/we hereby certify that the above described manufactured/mobile home is free of any liens/encumbrances, except N/A. All taxes, penalties, if any, rent or assessments are current as of this date and will be current by opening of escrow.
D. I/we agree to transfer the above described manufactured/mobile home clean and habitable with all included appliances & accessories in working condition, and further, to furnish with the manufactured/mobile home any necessary alteration permits required by law or regulation.
E. I/we agree to deliver to AGENT a properly signed Certificate of Title, if held by me/us and the current Registration Card at the time of escrow opening to be deposited into escrow.
F. I/we warrant that, to the best of my/our knowledge and belief, the above described manufactured/mobile home is located and installed in accordance with all laws, regulations and park rental agreements, if any. I/we further warrant that I/we freely, without reservation, restraint or coercion, agree to list and sell the above described manufactured/mobile home in accordance with the terms specified above.
G. If living in the above described manufactured/mobile home at the time of escrow opening, I/we agree to totally vacate it, including all personal and non-saleable items, in accordance with paragraph 'D' above, prior to close of escrow.

4. COMPENSATION FOR SERVICES

In lieu of the time and cost of listing, showing and diligent efforts to complete a sale, is included herewith, and, if the above described manufactured/mobile home is sold by AGENT during the term of this agreement, or as may be extended in writing, and for the price specified or as may be agreed to in writing, then this amount shall be deducted from the agreed upon total commission as specified below.
A. I/we agree to compensate AGENT as follows:
A commission of \$ 3027 paid from the escrow account at the close of escrow.
A commission of 5% of the selling price shown in item 3 (TERMS OF SALE) above, to be paid from the escrow account at the close of escrow.
NET LISTING SELLER to receive \$ less liens set forth above. AGENT to receive all sums in excess of same as commission.
Minimum commission \$, all of which is to be paid from the escrow account at its close.
(1) Buyer's offer may be in excess of the amount that the seller has agreed to accept as a purchase price in the listing agreement.
(2) 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.
(3) Additional costs or payments 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, upon Registered Owner approval, by the close of escrow.
(4) Within three (3) days of acceptance of the buyer's written offer to purchase a manufactured/mobile home that is not new, but no less than 48 hours prior to the close of escrow or transfer of title, dealer must disclose to the seller the exact amount of the buyer's offer and the specific amount of any commission. The dealer must submit a copy into escrow and maintain a copy at the dealer's place of business for three years from the date of sale.
B. I/we agree to pay AGENT, % of the sales price as shown in Section 3 (TERMS OF SALE) above, if the above described manufactured/mobile home is withdrawn from sale, transferred, conveyed, leased or made unmarketable without 10 days advanced written notice to AGENT, during the term of this agreement or any extension thereof.
C. I/we agree to compensate AGENT the commission specified in "A" of this Section for any sale by us within 90 days after termination of this agreement or any extension thereof, to any buyer who had signed an offer to purchase with AGENT for the above described manufactured/mobile home.

5. ADDITIONAL CONDITIONS AND AGREEMENTS

A. Any violation of this listing agreement by either party thereto shall be considered by those parties as a violation of contract and the prevailing party in any action taken to enforce any of the provisions thereof shall be awarded court costs and reasonable attorney's fees.
B. AGENT shall be held harmless by me/us for any liability arising from any misinformation or lack of information concerning the above described manufactured/mobile home, its ownership, registration and titling or any of the appliance or accessories included in this listing agreement.
C. The manufactured/mobile home is offered for listing and sale without any conditions or restrictions as to race, color, creed, sex or national origin.
D. I/we authorize, do not authorize, AGENT to place and utilize a lockbox on the above described manufactured/mobile home and if one is placed thereon, I/we assume full responsibility for any losses resulting therefrom.
E. Both parties hereto release each other from any claims, demands, disputes, or obligations which may exist, known or unknown, from any or all exclusive listing agreements previously executed by the two parties.

I/we acknowledge that I/we have read and understand this listing agreement and have received a copy this 27th day of NOVEMBER at Hemet, CA.
Trisha Cardenas, LISTING SALESPERSON
Justin Cardenas, AGENT APPROVAL
Laura Gates, REGISTERED / LEGAL OWNER