

EXCLUSIVE RIGHT OF SALE LISTING AGREEMENT

Orange Harbor Home Sales by Barefoot Realty Group

This Exclusive Right of Sale Listing Agreement ("Agreement") is between Diane Beique ("Seller")
And Barefoot Realty Group as Real Estate Broker/Manufactured Home Dealer ("Broker").

1. **Authority to Sell:** Seller gives Broker the EXCLUSIVE RIGHT TO SELL the manufactured home ("Home") described below, at the price and terms described below, beginning the 11 day of April, 2023, and terminating at 11:59 PM, the 11 day of August, 2023 ("Termination Date"). (No more than 365 days.) Upon full execution of a contract for sale and purchase of the Home, all rights and obligations will automatically extend through the date of the actual closing of the sales contract. Seller and Broker acknowledge that this Agreement does not guarantee a sale. The Home will be offered to any person without regard to race, color, religion, sex, handicap, familial status, national origin or any other factor protected by federal, state or local law. Seller certifies and represents that he/she/it is legally entitled to convey the Home and all improvements.

2. **Description of Home:**
 - (a) Address 1332 4th Street, Fort Myers, Florida 33905
 - (b) Length x Width (need both) 35 X 8
 - (c) Model Year 1992 Manufacturer FRAN
 - (d) Serial Numbers 10FBA02T7N1019531
 - (e) Number of bedrooms 1 Number of baths 1
 - (f) Lot Rent \$563.00
 - (g) Home is (Check one): occupied unoccupied
 - (h) Share price for the lot \$68,906.00

 - (i) Furnishings To Be Sold With Home Document must accompany this agreement.

3. **Price:** \$ \$55,000.00

4. **Terms:** (Check one): Cash Financed

5. **Broker Obligations:** Broker agrees to make diligent and continued efforts to sell the Home until a sales contract is pending on the Home. Seller authorizes Broker to advertise the Home as Broker deems advisable including advertising the home on the Internet and placing appropriate signs on the Home including "For Sale" signs and "Sold" signs once the Home is under a sales contract.

Seller D.B.

Broker/Salesperson [Signature]

6. **Seller's Obligations:** In consideration of Broker's obligations, Seller agrees to provide Broker with keys to the Home and make the Home available for Broker to show during reasonable times, with reasonable notice to Seller. Seller is advised to secure or remove valuables. Seller shall indemnify and hold Broker harmless from losses, damages, costs and expenses of any nature, including attorney's fees, and from liability to any person that Broker incurs because of Seller's negligence, representations, misrepresentations, actions or inactions or the existence of undisclosed material facts about the Home. Seller agrees to disclose all facts that materially affect the Home's value and are not readily observable or known by the Broker.
7. **Seller Acknowledgement:** There are no material facts (building code violations, pending code citations, unobservable defects, etc.) regarding the home (Seller's Initials) _____

There are material facts regarding the home and are listed here:

Seller will immediately inform Broker of any material facts that arise after signing this Agreement. Seller will also inform Broker prior to leasing, mortgaging or otherwise encumbering the home after signing this Agreement.

8. **Seller Acknowledgement of Working Condition:** The Seller represents and warrants that all fixtures, equipment, appliances, golf carts and machinery or boat lifts included in the sale are in or will be in working order as of the date of closing of the sale of the Home.
9. **Compensation:** For the efforts of Broker, Seller agrees to pay compensation to Broker, in the amount of 4.0 % of the total purchase price of the Home or a minimum of \$ 2000.00 whichever is greater. Of the total commission, 2.0 % or \$ 1000.00 will go to the Buyer's agent. Compensation will be paid at the time of closing of the sale of the Home from the proceeds of the sale. Select either \$ or %.

Seller understands that that this compensation is payable when Buyer is any person or entity who directly or indirectly acquires the Home through any means or efforts of the Broker during the period of this contract. If Seller refuses to sign an offer at the price and terms stated in this Agreement or fails to fulfill an executed sales contract at an agreed upon price and terms, Broker's full compensation shall be considered earned and payable.

Seller acknowledges that Broker maintains an active sales program with Orange Harbor Mobile Home and RV Community and registers prospects visiting the community. If, within twelve (12) months after the Termination Date of this Agreement, Seller transfers or contracts to transfer the Home to any prospects with whom Seller, Broker or any salesperson communicated regarding the Home prior to the Termination Date, full

Seller DB

Broker/Salesperson DB

compensation shall be considered earned and payable. Registration shall be evidenced by one of the following documents: (a) Sales Office Registration Form (b) Sales Log (c) Incoming Telephone, E-Mail or Letter Inquiry or (d) any other type of communication pertaining to the purchase of a Home at Orange Harbor.

10. **Default/Deposits:** If there is a default of a purchase by a Buyer of the Home and Seller is entitled to any deposit(s) made by Buyer as damages and settlement, Broker shall retain 50% of the deposit(s) as compensation for its effort in procuring the Buyer.

11. **Prevailing Party:** In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees.

12. **Binding:** This Agreement is binding on Broker's and Seller's heirs, personal representatives, administrators, successors and permitted assigns.

No agreements or representations, unless incorporated in this Agreement, shall be binding upon any of the parties.

Signatures, initials and modifications to this Agreement communicated by Fax or E-mail will be considered originals.

13. Signatures:

Date: 4-11-23

Seller 
(Signature)

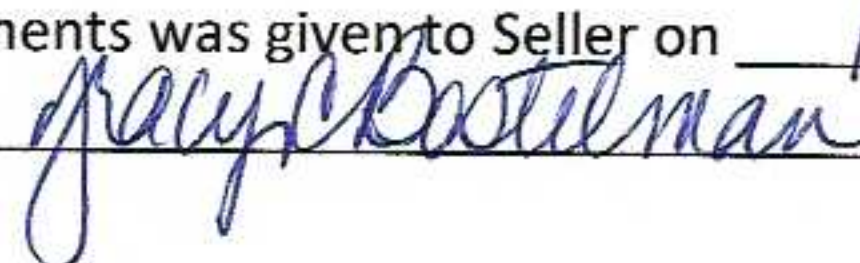
Seller _____
(Signature)

Phone Numbers: 603-759-3361


E-mail Address: Dbeique53@icloud.com

Date: 4-11-2023

Broker or Salesperson 
(Signature)

A copy of this Agreement with attachments was given to Seller on 11th day of April by (Salesperson) 

Seller 

Broker/Salesperson 

Showing Instructions For Agent

Property Address: 1332 4th Street, Fort Myers, Florida 33905

I, as seller of the property listed above, acknowledge that Barefoot Realty Group has authority to show my home as part of their efforts to sell the property. I understand that the home needs to be neat, clean and free of clutter as the home's appearance is very important to the sales effort.

Barefoot Realty Group acknowledges that an agent will be present each time the home is shown and will be prudent in locking doors and checking that all lights are off after each showing.

If Seller has the home rented, the seller acknowledges that renters know that home is being sold and that they will be contacted by Agent when a showing will occur. Seller is responsible for Renters and for making sure they have home presentable for showing. Renters' name and phone number(s): Diane Beique - 603-759-3361 Denise Miller - 603-493-1719

When renters' lease expires and home can be possessed by buyer: May 31, 2023

If Seller lives in the home and has any special instructions for Agent, list here: (Examples: You need one hour notice before showing. There are pets in the home and how to handle, etc.)

1 hour please

Seller Signature:  Date: 4-11-23

Seller Signature: _____ Date: _____


Broker/Salesperson



Titles of Home

Property Address: 1332 4th Street, Fort Myers, Florida 33905

I, as seller of the property listed above, acknowledge that Barefoot Realty Group has a copy of the titles to my home and that I have retained the originals for my files. I understand that I have to provide the original titles at closing and that it is my responsibility to provide these titles.

Seller Signature:  Date: 4-11-23

Seller Signature: _____ Date: _____

Broker/Salesperson _____

Furnishings To Be Sold With Home

Seller acknowledges that all items listed on this attachment to the Exclusive Right Of Sale Listing Agreement will be sold with the home. *This list can only be changed if at the time of change there is no buyer under contract for the home.* Seller's Initials DB Date 4-11-23

List the items to be included with the sale of the home by room:

Kitchen (In addition to furnishings, list all appliances included with home):

Refrigerator Stove Microwave misc dishes, utensils and cookware

Kitchen table & 2 chairs

Living Room (If furniture is newer, include year purchased):

2 Recliners, couch, TV coffee table and sound system

Family Room:

Dining Room:

(1 of 3)

Seller DB

Broker/Salesperson DB

Furnishings To Be Sold With Home

Bathrooms:

Master Bathroom Linens

Guest Bathroom

Florida Room:

Wicker set some decor set of T trays

Porch:


Laundry Room/Utility Shed:

Laundry Room:

Utility Shed: 6 X 8

(2 of 3)

Seller DB

Broker/Salesperson 

Furnishings To Be Sold With Home

Bedroom (Master):

Queen bed and 3 drawer dresser

Bedroom 2:

Bedroom 3:

Golf Cart, Boat Lift or Any Other Furnishings in Rooms Not Listed Above:

Propane Grill

(3 of 3)

Seller DB

Broker/Salesperson

DB

Upgrades to Home

Note to Seller: It greatly assists us with the sale of your home if you describe any upgrades that you have completed to the home. Buyers today are looking for homes that have been upgraded and are "move-in" ready. Therefore, if you have added improvements, let us know!

If any of the following has been upgraded in your home, list the year when upgraded and give any other information that may be helpful.

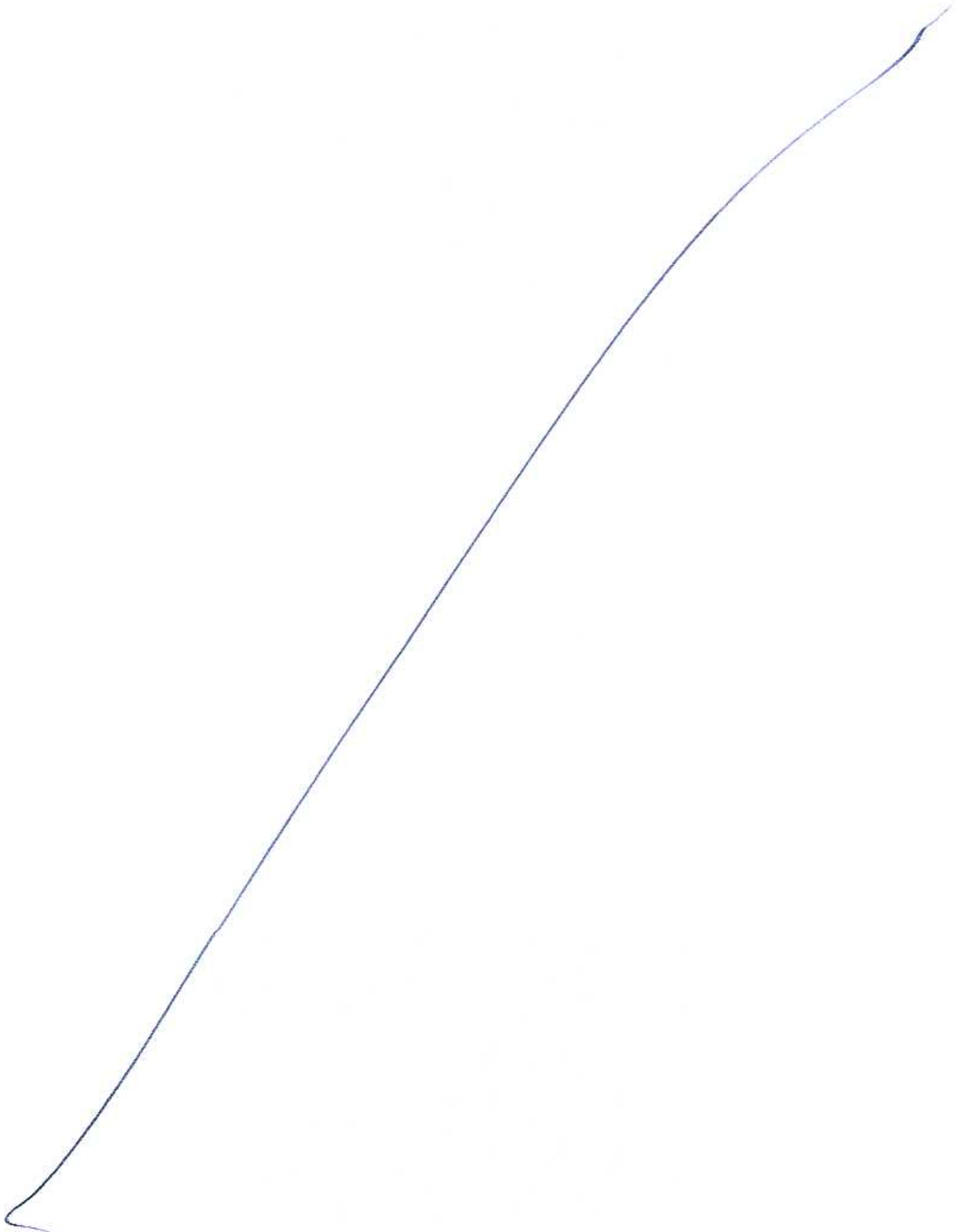
Air conditioner:	Year Upgraded <u>2019</u>	More Description _____	
Roof:	Year Upgraded <u>2019</u>	More Description <u>Sprayed urethane</u>	
Siding:	Year Upgraded _____	More Description _____	
Doors:	Year Upgraded _____	More Description _____	
Windows:	Year Upgraded _____	More Description _____	
Porch/Florida Room	Year Upgraded _____	More Description _____	
Carport Roof:	Year Upgraded _____	More Description _____	
Utility Shed:	Year Upgraded _____	More Description _____	
Flooring:			
Carpet	Year Upgraded _____	More Description _____	
Laminate	Year Upgraded <u>2019</u>	More Description <u>vinyl waterproof planks</u>	
Wood	Year Upgraded _____	More Description _____	
Tile	Year Upgraded _____	More Description _____	
Appliances:			
Stove	Year Upgraded _____	More Description _____	
Oven	Year Upgraded _____	More Description _____	
Cooktop	Year Upgraded _____	More Description _____	
Refrigerator	Year Upgraded _____	More Description _____	
Dishwasher	Year Upgraded _____	More Description _____	
Microwave	Year Upgraded _____	More Description _____	
Washer	Year Upgraded _____	More Description _____	
Dryer	Year Upgraded _____	More Description _____	
Water Heater	Year Upgraded <u>2019</u>	More Description _____	
Golf Cart:	Year Upgraded _____	More Description _____	
Driveway:	Year Upgraded _____	More Description _____	
Yard:	Year Upgraded _____	More Description _____	

Entrance way 2021 concrete pad & walk way

Seller DB

Broker/Salesperson TD

Upgrades to Home



Seller DB

Broker/Salesperson

DB