

EXCLUSIVE RIGHT OF SALE LISTING AGREEMENT

Orange Harbor Home Sales by Barefoot Realty Group

This Exclusive Right of Sale Listing Agreement ("Agreement") is between _____
Linda Louise Schiegner ("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 6th day of December, 2023 and terminating at 11:59 PM, the 1st day of June, 2024 ("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 271 Valencia Dr Fort Myers Fl 33905

(b) Length x Width (need both) 56' x 20'

(c) Model Year 1974 Manufacturer IMPE

(d) Serial Numbers 313587A 313587B

(e) Number of bedrooms 2 Number of baths 2

(f) Lot Rent \$956.54

(g) Home is (Check one): occupied _____ unoccupied X


(h) Share price for the lot Currently \$108,281.00

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

3. **Price:** \$ 29,900.00

4. **Terms:** (Check one): Cash X 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  _____ Broker/Salesperson TC

- 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, ^{DS} pending code citations, unobservable defects, etc.) regarding the home (Seller's Initials) LS

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

"AS IS" Was Flooded in Hurricane IAN

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.~~ ^{DS} The seller represents and warrants that all fixtures and appliances are sold 'AS IS' LS

- 9. **Compensation:** For the efforts of Broker, Seller agrees to pay compensation to Broker , in the amount of 4 % of the total purchase price of the Home or a minimum of \$ 2000.00 whichever is greater. Of the total commission, 2 % 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 LS Broker/Salesperson TC

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: December 6, 2023

Seller DocuSigned by: Linda Schiegner
(Signature)

Seller _____
(Signature)

Phone Numbers: 305-393-0202 _____

E-mail Address: lschiegner@gmail.com

Date: December 6, 2023

Broker or Salesperson Tracy Chambers
(Signature)

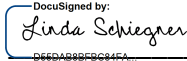
A copy of this Agreement with attachments was given to Seller on 6th day of December by (Salesperson) Tracy Chambers.

Seller LS Broker/Salesperson TC

Titles of Home

Property Address: 271 Valenica Fort Myers, FL 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: December 6, 2023 | 1:03 PM

Seller Signature: _____ Date: _____

Broker/Salesperson TC