

MOBILE AND MANUFACTURED HOME LISTING CONTRACT EXCLUSIVE RIGHT TO SELL

1. PARTIES

OWNER/SELLER; Eric Scheindlinger OR Josefina Mercado Scheindlinger

BROKER: acting through

RE/MAX TERRITORY,

Listing agent name: Lora Nguyen

2. PROPERTY

Premises: Owner agrees to sell the property with all improvements, fixtures, and appurtenances thereon or incidental thereto, plus the personal property described herein (collectively the "Premises").

DESCRIPTION OF MANUFACTURED HOME: Double Wide

MANUFACTURER: YEAR: 1983

MODEL: Skyline APPROXIMATE SIZE: 24x56

VIN NUMBER(S): 01760236AS-BS

AZ CERTIFICATE OF TITLE NO(S): M0004015

LOCATION OF MANUFACTURED HOME: 1950 E 24th St #10 Yuma, AZ 85365

NAME OF MOBILE HOME PARK ("MHP"): Sunrise MHP

ADDRESS OF MHP: 1950 E 24th St, Yuma, AZ

3. LISTING PRICE AND TERMS

Agreement: This mobile/manufactured home Listing Contract - Exclusive Right to Sell/Rent ("Agreement") is between Owner and Broker. In consideration of Broker's agreement to find a ready, willing, and able purchaser or tenant, Owner gives Broker the exclusive and irrevocable right to: Sell the Premises described above.

Owner acknowledges that signing more than one Exclusive Right to Sell/Rent or other form of listing contract for the same Term could expose the Owner to liability for additional commissions.

Price: The listing price shall be: Sale \$ 78,000.00

Term: This Agreement shall commence on February 1st, 2024_ and shall expire at 11:59 p.m. Mountain Standard Time on ___August 1st, 2024__ ("Expiration Date"). Upon full execution of a contract for sale or lease of the Premises, all rights and obligations of this Agreement will automatically extend through the date of the actual closing of the sale. Capacity: Owner or any party that Owner designates to act on their behalf warrants that they have the legal capacity, full power and authority to enter into this Agreement, deliver marketable title to the Premises, and consummate the transaction contemplated hereby.

Initials 
Owner

Modification: This Agreement may be modified only in writing signed by the Owner and Broker.

Equal Housing Opportunity: Broker and Owner shall comply with all federal, state, and local fair housing laws and regulations, including, but not limited to, non-discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity.

4. COMPENSATION

Compensation for the sale or rental of the Premises is not set by any Association/Board of REALTORS® or any Multiple Listing Service. The compensation payable for the sale or rental of the Premises is negotiated between Broker and Owner. All funds are to be in U.S. currency.

Owner agrees to compensate Broker and Cooperating Broker(s), if any, as follows:

Commissions: If Broker produces a ready, willing and able purchaser in accordance with this Agreement, or if a sale of the Premises is made by Owner or through any other broker, or otherwise, during the Term of this Agreement,

Owner agrees to pay Broker a TOTAL COMMISSION of:

Sale: 6 % of the gross sales price OR \$ _____

Co-operating broker to receive 2.5% of the total commissions mentioned above.

Withdrawn/Canceled Listings: The same amount of sale or rental commission shall be due and payable to Broker if, without the consent of Broker, the Premises is withdrawn from this Agreement, otherwise withdrawn from sale or rental, or is rented, transferred, or conveyed by Owner through any other broker or otherwise.

Failure to Complete: If completion of a sale or rental is prevented by default of Owner, or with the consent of Owner, the entire sale commission, as appropriate, shall be paid to Broker by Owner. If any earnest deposit is forfeited for any other reason, Owner shall pay a brokerage fee equal to the lesser of one-half of the earnest deposit or the full amount of the commission.

5. FIXTURES AND PERSONAL PROPERTY

Fixtures shall mean all personal property attached/affixed to the Premises. Seller agrees that all existing Fixtures on the Premises, shall convey in this sale.

Additional Personal Property included in the sale (if checked):

Refrigerator X

Washer X

Dryer X

Other (Describe type / Purpose) _____

Personal Property is transferred with no monetary value, and free from all liens and encumbrances

Initials ES JMS
Owner

6. AGENCY

Owner Representation: Broker shall represent Owner in any resulting transaction during the term of this Agreement. Unless otherwise agreed, Broker acts as Owner's agent only and has the duties of loyalty, obedience, disclosure, confidentiality, and accounting (Fiduciary Duties) as well as other duties imposed by the Arizona Department of Real Estate. Owner acknowledges that Broker may show prospective buyers the Premises and this shall not constitute a conflict of interest.

Conduct of Brokers: Regardless of whom they represent, Broker has the obligation to: (i) treat all parties to a transaction fairly; (ii) disclose, in writing, all facts known to the licensee that may materially and adversely affect the consideration to be paid for the Premises; and (iii) disclose that Owner or buyer(s) may be unable to perform. REALTORS® are further obligated by the National Association of REALTORS® Code of Ethics to treat all parties honestly.

Limited Representation: A limited agency may occur when Broker procures a buyer(s) for the Premises. In this situation, the same real estate company may represent the Owner's interest and the buyer's interest but not to the detriment of the other party. Brokers can legally represent both parties with the knowledge and prior written consent of both parties.

What Broker Cannot Disclose to Clients Under Limited Representation: (i) confidential information the Broker may know about a client, without the client's express consent; (ii) the price or terms the Owner will take other than the Price without permission of the Owner; (iii) the price or terms the buyer(s) is willing to pay without permission of the buyer(s); (iv) a recommended or suggested price or terms the buyer(s) should offer; and (v) a recommended or suggested price or terms the Owner should counter with or accept.

Competing Owners: Owner understands that Broker may have or obtain listings on other properties, and that potential buyer(s) may consider, make offers on, or purchase through Broker, property the same as or similar to Owner's Premises. Owner consents to Broker's representation of Owners and buyer(s) of other properties before, during, and upon expiration of this Agreement.

7. BROKER AUTHORITY

Broker's Role: Broker is not responsible for the custody or condition of the Premises or its management (except under separate contract), upkeep, or repair.

Advertising: Owner agrees to not advertise or market the Premises in any manner without the prior written permission of Broker.

Signs: Broker IS allowed to place Broker's "For Sale" sign in conjunction with any customary sign rider on the Premises, and in the event of a sale, a "Sold" or "Pending" sign. (at Broker's discretion) on the Premises. Seller acknowledges that any public marketing of the premises will require submission to the MLS within one business day.

Photos/Video: Owner authorizes Broker to place photos, video images/virtual tours of the Premises on the internet and other electronic and on-line media platforms. If authorized by Owner to do so, such marketing will be performed at the sole discretion of Broker. Owner is cautioned to protect items in view.

Initials  _____
Owner

Owner acknowledges that once images are placed on the internet, neither Broker nor Owner has control over who can view such images and what use viewers may make of the images, or how long such images may remain available on the internet. Owner further assigns any rights in all images, if owned, to the Broker and agrees that such images are the property of Broker and that Broker may use such images for advertising, including post sale and for Broker's business in the future.

Lockbox/Keysafe: Broker is authorized to install a lockbox/keysafe. A lockbox/keysafe is designed to hold a key to the Premises to permit access to the Premises by Broker, cooperating brokers, MLS participants, their authorized licensees and representatives, authorized inspectors, and prospective buyers. Broker, cooperating brokers, MLS and Associations/Boards of REALTORS® are not insurers against injury, theft, loss, vandalism or damage attributed to the use of a lockbox/keysafe. If Premises is rented, Owner must comply with providing proper notice to tenant(s) pursuant to Arizona law.

Cancellation: Broker reserves the right to cancel this Agreement unilaterally for cause, which shall include, but is not limited to, Broker's good faith belief that any service requested of Broker or any action undertaken by anyone other than Broker is (or could be determined to be) in violation of any applicable law.

8. OWNER OBLIGATION

Premises Access: Owner shall provide access to the Premises at reasonable times and upon reasonable notice to allow for showing the Premises to prospective buyers and cooperating brokers. Security, Insurance, Showings, Audio and Video: Broker(s) is not responsible for loss of or damage to personal or real property or person, whether attributable to use of a keysafe/lockbox, a showing of the Premises, or otherwise. Third parties, including, but not limited to, appraisers, inspectors, brokers and prospective buyers, may have access to, and take videos and photographs of the interior of the Premises. Owner agrees to: (i) take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the Premises; and (ii) obtain insurance to protect against these risks. Broker does not maintain insurance for the Owner's benefit.

Adverse Information: Owner has disclosed to Broker all material latent defects and information concerning the Premises known to Owner, including all material information relating to: (i) connection to a public sewer system, septic tank or other sanitation system; (ii) the existence of any tax, judgment or other type of lien; (iii) past or present infestation by or treatment for wood destroying pests or organisms; and (iv) past or present repair of the Premises for damage resulting from wood destroying pests or organisms. During the term of this Agreement, Owner agrees to continue disclosing to Broker all additional information of the type required by the preceding sentence promptly after Owner becomes aware of any such information by updating the Seller's Property Disclosure Statement, Residential Lease Owner's Property Disclosure Statement or other written notice. Disclosures: Owner shall provide Broker with accurate information about the Premises. Owner acknowledges that Arizona law requires Owner to disclose material (important) facts about the Premises, even if Owner is not asked by the buyer(s) or a real estate agent.

Recommendations: If Broker recommends a builder, contractor, escrow company, title company, pest control service, appraiser, lender, home inspection company or home warranty company or any other person or entity to Owner for any purpose, such recommendations shall be independently investigated and evaluated by Owner, who hereby acknowledges that any decision to enter into any contractual arrangement with any such person or entity recommended by Broker will be based solely upon such independent investigation and evaluation. Owner understands that said contractual arrangement may result in Compensation or fee to the Broker. Owner agrees it will not allow mechanic's liens to be recorded against the Premises during the term of this Agreement or at any time prior to close of escrow.

Initials  
Owner

Indemnification: Owner hereby expressly releases, holds harmless and indemnifies Broker, all Boards or Associations of REALTORS®, MLS, and all other brokers from any and all liability and responsibility regarding damage or loss arising from any misrepresentation or breach of warranty by Owner in this Agreement, any incorrect information supplied by Owner and any facts concerning the Premises not disclosed or withheld by Owner, including without limitation, any facts known to Owner relating to Adverse Information or latent defects.

9. REMEDIES

Alternative Dispute Resolution: Owner and Broker agree to mediate any dispute or claim arising out of or relating to this Agreement. All mediation costs shall be paid equally by the parties. In the event that mediation does not resolve all disputes or claims, the unresolved disputes or claims shall be submitted for binding arbitration. In such event, the parties shall agree upon an arbitrator and cooperate in the scheduling of an arbitration hearing. If the parties are unable to agree on an arbitrator, the dispute shall be submitted to the American Arbitration Association (“AAA”) in accordance with the AAA Arbitration Rules for the Real Estate Industry. The decision of the arbitrator shall be final and unappealable. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, either party may opt out of binding arbitration within thirty (30) days after the conclusion of the mediation conference by notice to the other and in such event either party shall have the right to resort to court action.

Attorney Fees and Costs: The prevailing party in any dispute or claim arising out of or relating to this Agreement shall be awarded their reasonable attorney fees and costs. Costs shall include, without limitation: expert witness fees, fees paid to investigators, and arbitration costs.

10. ADDITIONAL TERMS AND CONDITIONS

Seller to Compensate the buyer’s agent \$1000.00 Bonus to the already existing 2.5% co-broker compensation.

Assignment: Neither Broker nor Owner may assign any rights or obligations pursuant to this Agreement without the prior written consent of the other, and any attempted assignment without consent shall be void and of no effect. Arizona Law: This Agreement shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona

Days: All references to days shall be deemed to be calendar days unless otherwise provided.
Copies and Counterparts: This Agreement may be executed by facsimile or other electronic means and in any number of counterparts. A fully executed facsimile or electronic copy of the Agreement shall be treated as an original Agreement.

Entire Agreement: This Agreement and any addenda and attachments shall constitute the entire Agreement between Owner and Broker and shall supersede any other written or oral agreements. Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provisions of this Agreement. The failure to initial any page of this Agreement shall not affect the validity or terms of this Agreement.

Acceptance: The undersigned agree to the terms and conditions set forth herein and acknowledge receipt of a copy of this Agreement

Initials  

Owner

11. OWNER

Eric Scheindlinger 02/01/24
Owner or Authorized Representative's Signature Mo/Da/Yr

Owner or Authorized Representative's Printed Name

Address

City, State, Zip Code

Telephone

Email

Josefina M Scheindlinger 02/01/24
Owner or Authorized Representative's Signature Mo/Da/Yr

Owner or Authorized Representative's Printed Name

Address

City, State, Zip Code

Telephone

Email

12. BROKER

Agent is a member of the Arizona Association/Board of REALTORS® and subscribes to the REALTOR® Code of Ethics.

[Signature] 02/01/24
Agent's Signature Mo/Da/Yr

Lora Nguyen

Agent's Printed Name

RE/MAX Territory

Printed Firm Name

928.723.6003

Telephone

lora.nguyen@remax.net

Email

Agent's Signature Mo/Da/Yr

Agent's Printed Name

Printed Firm Name

Telephone

Email

MARKET CONDITIONS ADVISORY

Document updated:
February 2021



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



The real estate market is cyclical and real estate values go up and down.

The financial market also changes, affecting the terms on which a lender will agree to loan money on real property. It is impossible to accurately predict what the real estate or financial market conditions will be at any given time.

The ultimate decision on the price a Buyer is willing to pay and the price a Seller is willing to accept for a specific property rests solely with the individual Buyer and Seller. The parties to a real estate transaction must decide on what price and terms they are willing to buy or sell in light of market conditions, their own financial resources and their own unique circumstances.

The parties must, upon careful deliberation, decide how much risk they are willing to assume in a transaction. Any waiver of contingencies, rights or warranties in the Contract may have adverse consequences. Buyer and Seller acknowledge that they understand these risks.

Buyer and Seller assume all responsibility should the return on investment, tax consequences, credit effects, or financing terms not meet their expectations. The parties understand and agree that the Broker(s) do not provide advice on property as an investment. Broker(s) are not qualified to provide financial, legal, or tax advice regarding a real estate transaction. Therefore, Broker(s) make no representation regarding the above items. Buyer and Seller are advised to obtain professional tax and legal advice regarding the advisability of entering into this transaction.

THE UNDERSIGNED ACCEPT AND UNDERSTAND THE FOREGOING AND ACKNOWLEDGE RECEIPT OF A COPY OF THIS ADVISORY.

Authentisign
Eric Scheindlinger 02/01/2024
SIGNATURE MO/DA/YR
Eric Scheindlinger
NAME

Authentisign
Josefina M Scheindlinger 02/01/2024
SIGNATURE MO/DA/YR
Josefina M Scheindlinger
NAME



WIRE FRAUD ADVISORY

Criminals are targeting social media and email to steal information. This is particularly common in real estate transactions because sensitive data, including social security numbers, bank account numbers, and wire instructions are often sent by electronic means. We do not want you to be the next victim of wire fraud. Money wired to a fraudulent account is stolen money that typically cannot be recovered. Additionally, there is generally no insurance for this loss. You may never get the money back.

PROTECT YOURSELF

DO NOT TRUST EMAILS CONTAINING WIRE INSTRUCTIONS

- If you receive an email containing wire transfer instructions, immediately call your escrow officer to ensure the validity of the instructions.

DO NOT TRUST EMAILS SEEKING PERSONAL/FINANCIAL INFORMATION

- If you receive an email requesting personal/financial information or asking you to download, click on a link, send, and/or do anything that may seem unusual to you, call your escrow officer immediately prior to acting on the suspicious email to verify the validity of the email.

TRUST YOUR SOURCE OF INFORMATION

- Never direct, accept or allow anyone in the transaction to consent to receiving transfer instructions without a direct personal telephone call to the individual allegedly providing the instructions.
- It is imperative that this call be made to a number obtained in person from the individual or through other reliable means, not from a number provided in the email or the wiring instructions.

ONLINE RESOURCES:

There are many online sources that can provide useful information regarding similar topics including, but not limited to, the following sites:

The Federal Bureau of Investigation @ <https://www.fbi.gov/scams-and-safety>

The Internet Crime Complaint Center @ www.ic3.gov

The National White Collar Crime Center @ <https://www.nw3c.org/services/research/cyber-crime-links>

On Guard Online @ www.onguardonline.gov

Consumer Financial Protection Bureau (CFPB) @ <https://www.consumerfinance.gov/about-us/blog/mortgage-closing-scams-how-protect-yourself-and-your-closing-funds/>


VERIFY AND NOTIFY

Before you wire funds to any party (including your lawyer, title agent, mortgage broker, or real estate agent) personally meet them or call a verified telephone number (not the telephone number in the email) to confirm before you act!


Immediately notify your banking institution and Settlement/Title Company if you are a victim of wire fraud.

The undersigned acknowledges receipt of this Wire Fraud Advisory.

Eric Scheindlinger

Name _____

Signature _____ Date 02/01/2024

Josefina M Scheindlinger

Name _____

Signature _____ Date 02/01/2024



FAIR HOUSING ADVISORY


Discrimination is ILLEGAL


It is illegal under the Federal Fair Housing Act and Arizona Fair Housing laws for a property owner/seller, landlord, property manager or real estate professional to discriminate in the sale, rental, and financing of housing and in other housing-related activities against another person based on certain protected characteristics. The National Association of REALTORS® Code of Ethics also prohibits discrimination or aiding in discrimination. **It is unlawful to discriminate on the basis of race, color, national origin, religion, sex (including gender identity and sexual orientation), familial status, and disability.**

Discrimination based on a protected class includes, but is not limited to, the following:

- Refusing to rent, sell, negotiate, or falsely denying housing is available or otherwise making housing unavailable;
- Setting or imposing different terms, conditions or privileges for sale or rental of housing, or providing a person with different housing services or facilities;
- Making, printing or publishing any notice, statement or advertisement with respect to the sale or rental of a dwelling that indicates any preference, limitation or discrimination;
- Using different qualification criteria or applications, or sale or rental standards or procedures, such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
- Limiting privileges, services or facilities of housing;
- Refusing to allow reasonable disability accommodations for an assistive aide, assistive animal, parking, or physical modifications;
- “Steering” which occurs when a person is guided towards or away from certain neighborhoods, locations or buildings; or
- For profit, persuade, or try to persuade, homeowners to sell their homes by suggesting that people of a particular protected characteristic are about to move into the neighborhood (blockbusting).

The undersigned acknowledges receipt of this Fair Housing Advisory.

Eric Scheindlinger
 Name

 Signature
 02/01/24
 Date

Josefina M Scheindlinger
 Name

 Signature
 02/01/24
 Date

For more information about your rights and options, go to:
 Arizona Attorney General’s Office - <https://www.azag.gov/civil-rights/discrimination/housing>
 U.S. Department of Housing and Urban Development - https://www.hud.gov/program_offices/fair_housing_equal_opp/fair_housing_act_overview

If you believe you have been a victim of housing discrimination, you may file a complaint with:

- The Arizona Attorney General’s office - <https://www.azag.gov/complaints/civil-rights>
- U.S. Department of Housing and Urban Development - <https://www.hud.gov/fairhousing/fileacomplaint>
- The Arizona REALTORS® - <https://www.aaronline.com/resolve-disputes/filing-an-ethics-complaint/>

RESIDENTIAL SELLER DISCLOSURE ADVISORY

Document updated:
February 2023



WHEN IN DOUBT – DISCLOSE!



Arizona law requires the seller to disclose material (important) facts about the property, even if you are not asked by the buyer or a real estate agent. These disclosure obligations remain even if you and the buyer agree that no Seller’s Property Disclosure Statement (“SPDS”) will be provided.

The SPDS is designed to assist you, the seller, in making these legally required disclosures and to avoid inadvertent nondisclosures of material facts. To satisfy your disclosure obligations and protect yourself against alleged nondisclosure, you should complete the SPDS by answering all questions as truthfully and as thoroughly as possible. Attach copies of any available invoices, receipts, permits, warranties, inspection reports, and leases, to ensure that you are disclosing accurate information. Use the blank lines to explain your answers. If you do not have the personal knowledge to answer a question, it is important not to guess – use the blank lines to explain the situation.



If the buyer asks you about an aspect of the property, you have a duty to disclose the information, even if you do not consider the information material.* You also have a legal duty to disclose facts when disclosure is necessary to prevent a previous statement from being misleading or misrepresented: for example, if something changes.

If you do not make the legally required disclosures, you may be subject to civil liability.

Under certain circumstances, nondisclosure of a fact is the same as saying that the fact does not exist. Therefore, nondisclosure may be given the same legal effect as fraud.

Note: These disclosures are warranties that survive closing.

If you are using the Arizona Association of REALTORS® (“AAR”) Residential Resale Real Estate Purchase Contract, the seller is required to deliver “a completed AAR Residential SPDS form to the Buyer within three (3) days after Contract acceptance.” If the Seller does not provide the SPDS as the Contract requires, the Seller is potentially in breach of the Contract, thereby enabling the Buyer to cancel the transaction and receive the earnest money deposit.

* By law, sellers are not obligated to disclose that the property is or has been: (1) a site of a natural death, suicide, homicide, or any other crime classified as a felony; (2) owned or occupied by a person exposed to HIV, or diagnosed as having AIDS or any other disease not known to be transmitted through common occupancy of real estate; or (3) located in the vicinity of a sex offender. However, the law does not protect a seller who makes an intentional misrepresentation. For example, if you are asked whether there has been a death on the property and you know that there was such a death, you should not answer “no” or “I don’t know.” Instead you should either answer truthfully or respond that you are not legally required to answer the question.



RESIDENTIAL SELLER'S PROPERTY DISCLOSURE STATEMENT (SPDS) (To be completed by Seller)

Document updated:
February 2023



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



MESSAGE TO THE SELLER:

Sellers are obligated by law to disclose all known material (important) facts about the Property to the Buyer. The SPDS is designed to assist you in making these disclosures. If you know something important about the Property that is not addressed on the SPDS, add that information to the form. Prospective Buyers may rely on the information you provide.

INSTRUCTIONS: (1) Complete this form yourself. (2) Answer all questions truthfully and as fully as possible. (3) Attach all available supporting documentation. (4) Use explanation lines as necessary. (5) If you do not have the personal knowledge to answer a question, use the explanation lines to explain. *By signing on page 9, you acknowledge that the failure to disclose known material information about the Property may result in liability.*

MESSAGE TO THE BUYER:

Although Sellers are obligated to disclose all known material (important) facts about the Property, there are likely facts about the Property that the Sellers do not know. Therefore, it is important that you take an active role in obtaining information about the Property.

INSTRUCTIONS: (1) Review this form and any attachments carefully. (2) Verify all important information. (3) Ask about any incomplete or inadequate responses. (4) Inquire about any concerns not addressed on the SPDS. (5) Review all other applicable documents, such as CC&R's, association bylaws, surveys, rules, and the title report or commitment. (6) Obtain professional inspections of the Property. (7) Investigate the surrounding area.

THE FOLLOWING ARE REPRESENTATIONS OF THE SELLER(S) AND ARE NOT VERIFIED BY THE BROKER(S) OR AGENT(S).

PROPERTY AND OWNERSHIP

- 1. As used herein, "Property" shall mean the real property and all fixtures and improvements thereon and appurtenances incidental thereto,
- 2. plus fixtures and personal property described in the Contract.

3. **LEGAL OWNER(S) OF PROPERTY:** Eric + Josie Schendlinger

4. _____ Date Acquired: 5-24-24

5. **PROPERTY ADDRESS:** 1950 E. 24th St. #10 Yuma Az 85365

(STREET ADDRESS) (CITY) (STATE) (ZIP)

6. Does the Property include any leased land? Yes No

7. Explain: In Mobile Home Park - 3 year Lease

NOTICE TO SELLER: Arizona law imposes certain requirements on the sale or lease of subdivided and unsubdivided land or lots. If a sale involves six or more parcels, lots, or fractional interests being sold, certain requirements are imposed on the Seller for a Subdivision Public Report. Information may be obtained by contacting the Arizona Department of Real Estate. A.R.S. 32-2101 (56) and (57).

11. Are you aware if the Property is located in an unincorporated area of the county? Yes No If yes, and five or fewer parcels of land other than subdivided land are being transferred, the Seller must furnish the Buyer with a written Affidavit of Disclosure in the form required by law.

13. The Property is currently (Check all that apply): Owner-occupied Rental/Leased Estate Vacant If vacant, how long? _____

14. Other: _____ Explain: _____

15. If a rental property, how long? _____ Expiration date of current lease: _____ (Attach a copy of the lease if available.)

16. If any refundable deposits or prepaid rents are being held, by whom and how much? Explain: _____

17. _____

18. Are you aware of any regulations surrounding length of time for rentals? Yes No Explain: No rental allowed

19. _____

20. Is the legal owner(s) of the Property a foreign person pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA)?

21. Yes No If yes, consult a tax advisor; mandatory withholding may apply.

22. Is the Property located in a community defined as an age restricted community? Yes No

23. Explain: 55+

24. Approximate year built: 1983. If the Property was built prior to 1978, Seller must furnish the Buyer with a lead-based paint disclosure form.

25. Are you aware if the Property is designated as a historic home or located in a historic district? (A.A.C. R12-8-301) Yes No

Initials >

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Residential Seller's Property Disclosure Statement (SPDS) >>

NOTICE TO BUYER: If the Property is in a subdivision, a subdivision public report, which contains a variety of information about the subdivision at the time the subdivision was approved, may be available by contacting the Arizona Department of Real Estate or the homebuilder. The public report information may be outdated. www.azre.gov

- 26. YES NO
27.
28.
29. Have you entered into any agreement to transfer your interest in the Property in any way, including rental renewals or options to purchase? Explain:
30.
31. Are you aware if there are any association(s) regulating the Property? If yes, Mandatory Voluntary (if no, skip to line 40.)
32. If yes, provide contact(s) information: Name: Sunrise MHP Phone #: 928-344-4060
33. Name: Phone #:
34. If yes, are there any fees? How much? \$ 480 How often? month
35. How much? \$ How often?
36. Are you aware if the Property has any association(s) notices of potential violation(s) or unresolved violation(s)? Explain:
37.
38. Are you aware of any pending or anticipated disputes or litigation regarding the Property or the association(s)? Explain:
39.
40. Are you aware of any of the following recorded against the Property? (Check all that apply):
41. Judgment liens Tax liens Notice of Default Other non-consensual liens
42. Explain:
43. Are you aware of any assessments affecting the Property? (Check all that apply):
44. Paving Sewer Water Electric Other
45. Explain:
46. Are you aware of any of the following title issues affecting the Property? (Check all that apply):
47. Recorded easements Use restrictions Lot line disputes Encroachments Variance(s)
48. Unrecorded easements Use permits Other
49. Explain:
50. Are you aware if the Property is located within the boundaries of a Community Facilities District (CFD)? (if no, skip to line 54.)
51. If yes, provide the name of the CFD:
52. If yes, are there any fees? How much? \$ How often?
53. The CFD fees are Included in the Property Taxes Paid Separately
54. Are you aware of any public or private use paths or roadways on or across the Property? Explain:
55.
56. Are you aware of any problems with legal or physical access to the Property? Explain:
57.
58. The road/street access to the Property is maintained by the County City Homeowners' Association
59. Privately Not Maintained
60. If privately maintained, is there a road maintenance agreement? (Attach agreement if available.)
61. Explain: Provided by Management of park
62. Are you aware of any notices of potential violation(s) or unresolved violation(s) of any of the following? (Check all that apply):
63. Zoning Building Codes Utility Service Sanitary health regulations Municipal Ordinances
64. Covenants, Conditions, Restrictions (CC&R's) Other (Attach a copy of notice(s) if available.)
65. Explain:

Initials>

BUYER BUYER

Residential Seller's Property Disclosure Statement (SPDS) >>

66.
67.
68.

NOTICE TO BUYER: Your claims history, your credit report, the Property's claims history, occupancy and other factors may affect the insurability of the Property and at what cost. Under Arizona law, your insurance company may cancel your homeowner's insurance within 60 days after the effective date. Contact your insurance company.

69. Are you aware of any homeowner's insurance claims having been filed against the Property?

70. Explain: _____

BUILDING AND SAFETY INFORMATION

YES NO

71. ROOF / STRUCTURAL:

72. **NOTICE TO BUYER: Contact a professional to verify the condition of the roof.**

73. Approximate age of roof? 40 yrs

74. Are you aware of any past or present roof leaks? Explain: small leak over stove vent with excessive rain. Same with storage room in middle of roof.

76. Are you aware of any other past or present roof problems? Explain: _____

78. Are you aware of any roof repairs? Explain: _____

80. Is there a roof warranty? (Attach a copy of warranty if available.)

81. If yes, is the roof warranty transferable? Cost to transfer: _____

82. Are you aware of any interior wall/ceiling/door/window/floor problems? Explain: _____

84. Are you aware of any past or present cracks or settling involving the foundation, exterior walls or slab? Explain: _____

86. Are you aware of any chimney or fireplace problems, if applicable? Explain: _____

88. Are you aware of any damage to any structure on the Property by any of the following? (Check all that apply):

Flood Fire Wind Expansive soil(s) Water Hail Other _____

90. Explain: _____

91. **WOOD INFESTATION:**

92. **NOTICE TO BUYER: Contact Office of Pest Management for past termite reports or treatment history on file.**
93. **<https://agriculture.az.gov>**

94. Are you aware of any of the following:

95. Past presence of termites or other wood destroying organisms on the Property?

96. Current presence of termites or other wood destroying organisms on the Property?

97. Past or present damage to the Property by termites or other wood destroying organisms?

98. Explain: _____

100. Are you aware of past or present treatment(s) of the Property for termites or other wood destroying organisms? (If no, skip to line 105.)

101. If yes, date last treatment was performed: _____

102. Name of treatment provider(s): _____

103. Is there a treatment warranty? (Attach a copy of warranty if available.)

104. If yes, is the treatment warranty transferable? Cost to transfer: _____

Initials>

BUYER BUYER

Residential Seller's Property Disclosure Statement (SPDS) >>

YES NO

105. HEATING & COOLING:
106. Heating: Type(s) Electric, split system
107. Approximate Age(s) 15 years?
108. Cooling: Type(s) Electric, central / Evap cooler (not working)
109. Approximate Age(s) 15 yrs.?

110. [] [x] Are you aware of any past or present problems with the heating or cooling system(s)?
111. Explain:

112. PLUMBING:

113. [] [x] Are you aware of the type of water pipes, such as galvanized, copper, PVC, CPVC, PEX or polybutylene?
114. If yes, identify:

115. [] [x] Are you aware of any past or present plumbing problems? Explain:

117. [] [x] Are you aware of any water pressure problems? Explain:
118. Type of water heater(s): [] Gas [x] Electric [] Solar [] Tankless Approx. Age(s):

119. [x] [] Are you aware of any past or present water heater problems? Explain: Replaced 3/23

121. [] [x] Is there a landscape watering system? If yes, type: [] Automatic Timer [] Manual [] Both

122. [] [x] If yes, are you aware of any past or present problems with the landscape watering system?
123. Explain:

124. [x] [] Are there any water treatment systems? (Check all that apply):
125. [] Water Filtration [x] Reverse Osmosis [x] Water Softener [] Other R/O under kitchen sink only
126. Is water treatment system(s) [] Owned [] Leased (Attach a copy of lease if available.)

127. [x] [] Are you aware of any past or present problems with the water treatment system(s)?
128. Explain: Water softener currently not working

129. SWIMMING POOL/SPA/HOT TUB/SAUNA/WATER FEATURE:

130. [] [x] Does the Property contain any of the following? (Check all that apply):
131. [] Swimming pool [] Spa [] Hot tub [] Sauna [] Water feature

132. [] [x] If yes, are either of the following heated? [] Swimming pool [] Spa If yes, type of heat:

133. [] [x] Are you aware of any past or present problems relating to the swimming pool, spa, hot tub, sauna or water feature?
134. Explain:

135. [] [x] Are you aware if a swimming pool was: [] Removed [] Capped/decked over [] Filled
136. Explain:

137. [] [x] Do you lease any pool equipment? Explain:

139. ELECTRICAL AND OTHER RELATED SYSTEMS:

140. [] [x] Are you aware of the type of wiring? (Check all that apply): [] Copper [] Aluminum [] Other

141. [] [x] Are you aware of any past or present problems with the electrical system? Explain:

143. [] [x] Is there a charging station for an electric vehicle? If yes, [] Owned [] Leased (Attach a copy of lease if available.)

144. Is there a security system? If yes, is it (Check all that apply):
145. [] Owned [] Leased (Attach a copy of lease if available.) [] Monitored [] Other

146. [] [x] Are you aware of any past or present problems with the security system? Explain:

Residential Seller's Property Disclosure Statement (SPDS) >>

YES NO

148. Does the Property contain any of the following systems or detectors? (Check all that apply):

Smoke/fire detection Fire suppression (sprinklers) Carbon monoxide detector

149. If yes, are you aware of any past or present problems with the above systems? Explain: _____

151. _____

MISCELLANEOUS:

152. Are you aware of any animals/pets that have resided in the Property? If yes, what kind: 3 small dogs

153. Are you aware of or have you observed any of the following anywhere on the Property? (Check all that apply):

Scorpions Rabid animals Bee swarms Rodents Reptiles Bed Bugs Other _____

154. Explain: _____

155. Has the Property been serviced or treated for pests, reptiles, insects, birds or animals? If yes, how often: _____

156. Name of service provider(s): _____ Date of last service: _____

NOTICE TO SELLER AND BUYER: A contractor's license is required for work performed on a property unless the aggregate contract price, including labor and material, is less than \$1,000, the work performed is of a "casual or minor nature," and no building permit is required. An unlicensed property owner may also perform work themselves if the property is intended for occupancy solely by the owner. If, however, the property is listed or offered for sale or rent within one year of the completed work, it is considered prima facie evidence that the owner performed the work for purposes of sale or rent. Owners of property who are acting as developers, who improve structures or appurtenances to structures on their property for the purpose of sale or rent, and who contract with a licensed general contractor must identify the licensed contractors' names and license numbers in all sales documents. (A.R.S. § 32-1121)

169. Are you aware of any work performed on the Property, such as building, plumbing, electrical or other improvements or alterations or room conversions? (If no, skip to line 186.)

170. Are you aware if permits for the work were obtained? Explain: _____

171. Was the work performed by a person licensed to perform the work? Explain: _____

172. Was approval for the work required by any association governing the Property? Explain: _____

173. If yes, was approval granted by the association? Explain: _____

174. Was the work completed? Explain: _____

175. List the names and license numbers of all contractors and scope of work that has been performed on the Property in the past year:

176. Contractor Name License Number Scope of Work

177. _____

178. _____

179. _____

180. _____

181. _____

182. Explain: _____

183. _____

184. _____

185. Are there any security bars or other obstructions to door or window openings? Explain: _____

186. If there are security bars, are quick releases installed in the bedrooms? Explain: _____

187. Are you aware of any past or present problems with any built-in appliances? Explain: _____

188. replaced stove top and double oven in 2019

Initials>

BUYER BUYER

Residential Seller's Property Disclosure Statement (SPDS) >>

UTILITIES/SERVICES

190. DOES THE PROPERTY CURRENTLY RECEIVE THE FOLLOWING SERVICES?

YES NO

NAME OF PROVIDER

191. Cable / Satellite: Spectrum

192. Electricity: APS

193. Fire: City of Yuma?

194. Public Private

195. Flood Irrigation: Common grass areas of park

196. Fuel: Natural gas Propane Oil

197. If propane tank, Owned Leased (Attach a copy of lease if available.)

198. Garbage Collection: owner takes trash to bins on property

199. Public Private

200. Internet: Spectrum?

201. Telephone: Spectrum?

202. Water Source:

203. Public Private water co. Hauled water

204. Private well Shared well If water source is a private or shared well, complete and attach Domestic Water

205. Well/Water Use Addendum.

NOTICE TO BUYER: If the Property is served by a well, private water company or a municipal water provider, the Arizona Department of Water Resources may not have made a water supply determination. For more information about water supply, or any of the above services, contact the provider.

209. Are you aware of any past or present drinking water problems? Explain:

211. U.S. Postal Service delivery is available at: Property Post Office Other

212. Cluster Mailbox, Box Number 10 Location office

213. Are there any alternate power systems serving the Property? (If no, skip to line 224.)

214. If yes, indicate type (Check all that apply):

215. Solar Wind Generator Other

216. Are you aware of any past or present problems with the alternate power system(s)? Explain:

218. Are any alternate power systems serving the Property leased? Explain:

220. If yes, provide name and phone number of the leasing company (Attach copy of lease if available.):

NOTICE TO BUYER: If the Property is served by a solar system, Buyer is advised to read all pertinent documents and review the cost, insurability, operation, and value of the system, among other items.

SEWER/WASTEWATER TREATMENT

YES NO

224. Is the entire Property connected to a sewer?

225. If no, is a portion of the Property connected to a sewer? Explain:

227. If the entire Property or a portion of the Property is connected to a sewer, are you aware if a professional verified the

228. sewer connection? If yes, how and when:

229. Is there a lift pump? Explain: ?

Initials>

BUYER BUYER

Residential Seller's Property Disclosure Statement (SPDS) >>

230. **NOTICE TO BUYER: Contact a professional to conduct a sewer verification test.**

231. **YES NO**
 Type of sewer: Public Private Planned and approved sewer system, but not connected

232. Name of Provider: _____

233. Are you aware of any past or present problems with the sewer? Explain: _____

234. Is the Property served by a septic/On-Site Wastewater Treatment Facility? (If no, skip to line 250.)

235. If yes, the Facility is: Conventional septic system Alternative system; type: _____

236. Number of Facilities: _____

237. If the Facility is an alternative system, is it currently being serviced under a maintenance contract?

238. If yes, name of contractor: _____ Phone #: _____

239. Approximate year Facility was installed: _____ (Attach copy of permit if available.)

240. Are you aware of any repairs or alterations made to this Facility since original installation?

241. Explain: _____

242. _____

243. Approximate date of last Facility inspection and/or pumping of septic tank: _____

244. Are you aware of any past or present problems with the Facility? Explain: _____

245. _____

246. Are you aware if a Facility was: Abandoned Capped Removed

247. Explain: _____

248. **NOTICE TO SELLER AND BUYER: The Arizona Department of Environmental Quality requires a Pre-Transfer Inspection of On-Site Wastewater Treatment Facilities on re-sale properties.**

249.

ENVIRONMENTAL INFORMATION

YES NO

250. Are you aware of any past or present issues or problems with any of the following on the Property? (Check all that apply):

251. Soil settlement/expansion Drainage/grade Erosion Fissures Dampness/moisture Other

252. Explain: _____

253. Are you aware of any past or present issues or problems in close proximity to the Property related to any of the following? (Check all that apply):

254. Soil settlement/expansion Drainage/grade Erosion Fissures Other _____

255. Explain: _____

256. _____

257. **NOTICE TO BUYER: The Arizona Department of Real Estate provides earth fissure maps to any member of the public in printed or electronic format upon request and on its website at www.azre.gov.**

258.

259. Are you aware if the Property is subject to any present or proposed effects of any of the following? (Check all that apply):

260. Airport noise Traffic noise Rail line noise Neighborhood noise Landfill Toxic waste disposal

261. Odors Nuisances Sand/gravel operations Other _____

262. Explain: _____

263. Are you aware if any portion of the Property has ever been used as a "Clandestine drug laboratory" (manufacture of, or storage of, chemicals or equipment used in manufacturing methamphetamine, ecstasy or LSD)?

264.

265. Are you aware if the Property is located in the vicinity of a public or private airport?

266. Explain: Yuma International Airport about 1 1/2 miles away

Initials>

BUYER	BUYER
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Residential Seller's Property Disclosure Statement (SPDS) >>

YES NO

267.
268.
269.
270.
271.

NOTICE TO SELLER AND BUYER: Pursuant to Arizona law a Seller shall provide a written disclosure to the Buyer if the Property is located in territory in the vicinity of a military airport or ancillary military facility as delineated on a map prepared by the State Land Department. The Department of Real Estate also is obligated to record a document at the County Recorder's Office disclosing if the Property is under restricted air space and to maintain the State Land Department Military Airport Map on its website at www.azre.gov.

272.

Is the Property located in the vicinity of a military airport or ancillary military facility?
Explain: MCAS Yuma, Marine Military base about 3 miles away

274.

Are you aware of the presence of any of the following on the Property, past or present? (Check all that apply):
 Asbestos Radon gas Lead-based paint Pesticides Underground storage tanks Fuel/chemical storage

276. Explain: _____

277.

Are you aware if the Property is located within or subject to any of the following ordinances? (Check all that apply):
 Superfund / WQARF / CERCLA Wetlands area Natural Area Open Spaces

279.

Are you aware of any open mine shafts/tunnels or abandoned wells on the Property?
If yes, describe location: _____

281.

Are you aware if any portion of the Property is in a flood plain/way? Explain: _____

283.

Are you aware of any portion of the Property ever having been flooded? Explain: _____

285.

Are you aware of any water damage or water leaks of any kind on the Property? Explain: _____

287.

Are you aware of any past or present mold growth on the Property? Explain: _____

289.
290.
291.
292.
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299.
300.
301.
302.

NOTICE TO BUYER: Your mortgage lender [may] [will] require you to purchase flood insurance in connection with your purchase of this property. The National Flood Insurance Program provides for the availability of flood insurance and establishes flood insurance policy premiums based on the risk of flooding in the area where properties are located. Recent changes to federal law (The Biggert-Waters Flood Insurance Reform Act of 2012 and the Homeowner Flood Insurance Affordability Act of 2014, in particular) will result in changes to flood insurance premiums that are likely to be higher, and in the future may be substantially higher, than premiums paid for flood insurance prior to or at the time of sale of the property. As a result, purchasers of property should not rely on the premiums paid for flood insurance on this property previously as an indication of the premiums that will apply after completion of the purchase. In considering purchase of this property you should consult with one or more carriers of flood insurance for a better understanding of flood insurance coverage, current and anticipated future flood insurance premiums, whether the prior owner's policy may be assumed by a subsequent purchaser of the property, and other matters related to the purchase of flood insurance for the property. You may also wish to contact the Federal Emergency Management Agency (FEMA) for more information about flood insurance as it relates to this property.

OTHER CONDITIONS AND FACTORS

303. What other material (important) information are you aware of concerning the Property that might affect the Buyer's decision-making process, the value of the Property, or its use? Explain: _____
304. _____
305. _____

ADDITIONAL EXPLANATIONS

306. New tenant may have added water bill + higher monthly rent
307. _____
308. _____

Initials>

BUYER BUYER

Residential Seller's Property Disclosure Statement (SPDS) >>

309. _____
 310. _____
 311. _____
 312. _____
 313. _____

314. **SELLER CERTIFICATION:** Seller certifies that the information contained herein is true and complete to the best of Seller's knowledge as
 315. of the date signed. Seller agrees that any changes in the information contained herein will be disclosed in writing by Seller to Buyer prior
 316. to Close of Escrow, including any information that may be revealed by subsequent inspections. Seller acknowledges receipt of Residential
 317. Seller Disclosure Advisory titled *When in Doubt – Disclose*.

318.  319. ^ SELLER'S SIGNATURE	1/24/24 MO/DA/YR	  ^ SELLER'S SIGNATURE	02/01/24 MO/DA/YR
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320. **BUYER'S ACKNOWLEDGMENT:** Buyer acknowledges that the information contained herein is based only on the Seller's actual
 321. knowledge and is not a warranty of any kind. Buyer acknowledges Buyer's obligation to investigate any material (important) facts
 322. in regard to the Property. Buyer is encouraged to obtain Property inspections by professional independent third parties and to
 323. consider obtaining a home warranty protection plan.

324. **NOTICE:** Buyer acknowledges that by law, Sellers, Lessors and Brokers are not obligated to disclose that the Property is or has been: (1)
 325. the site of a natural death, suicide, homicide, or any other crime classified as a felony; (2) owned or occupied by a person exposed to HIV,
 326. diagnosed as having AIDS or any other disease not known to be transmitted through common occupancy of real estate; or (3) located in the
 327. vicinity of a sex offender.

328. **By signing below, Buyer acknowledges receipt only of this SPDS. If Buyer disapproves of any items provided herein, Buyer**
 329. **shall deliver to Seller written notice of the items disapproved as provided in the Contract.**

330. _____ 331. ^ BUYER'S SIGNATURE	MO/DA/YR	_____ ^ BUYER'S SIGNATURE	MO/DA/YR
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332. **NOTICE TO SELLER AND BUYER:** In the event Seller needs to update any disclosures contained herein, the Arizona
 333. **Association of REALTORS® Notice/Disclosure form is available for this purpose.**



REAL ESTATE AGENCY DISCLOSURE AND ELECTION

Document updated:
October 2022



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



- 1. Firm Name ("Broker") RE/MAX Territory
- 2. acting through Lora Nguyen
LICENSÉE'S NAME
- 3. hereby makes the following disclosure.

DISCLOSURE

- 4. Before a **Seller or Landlord (hereinafter referred to as "Seller")** or a **Buyer or Tenant (hereinafter referred to as "Buyer")** enters into
- 5. a discussion with a real estate broker or licensee affiliated with a broker, the Seller and the Buyer should understand what type of agency
- 6. relationship or representation they will have with the broker in the transaction.
- 7. **I. Buyer's Broker:** A broker other than the Seller's broker can agree with the Buyer to act as the broker for the Buyer. In these
- 8. situations, the Buyer's broker is not representing the Seller, even if the Buyer's broker is receiving compensation for services
- 9. rendered, either in full or in part, from the Seller or through the Seller's broker:
- 10. a) A Buyer's broker has the fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting in dealings with the Buyer.
- 11. b) Other potential Buyers represented by broker may consider, make offers on, or acquire an interest in the same or similar
- 12. properties as Buyer is seeking.
- 13. **II. Seller's Broker:** A broker under a listing agreement with the Seller acts as the broker for the Seller only:
- 14. a) A Seller's broker has the fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting in dealings with the Seller.
- 15. b) Other potential Sellers represented by broker may list properties that are similar to the property that Seller is selling.
- 16. **III. Broker Representing both Seller and Buyer (Limited Representation):** A broker, either acting directly or through one or more
- 17. licensees within the same brokerage firm, can legally represent both the Seller and the Buyer in a transaction, but only with the
- 18. knowledge and informed consent of both the Seller and the Buyer. In these situations, the Broker, acting through its licensee(s),
- 19. represents both the Buyer and the Seller, with limitations of the duties owed to the Buyer and the Seller:
- 20. a) The broker will not, without written authorization, disclose to the other party that the Seller will accept a price or terms other than
- 21. stated in the listing or that the Buyer will accept a price or terms other than offered.
- 22. b) There will be conflicts in the duties of loyalty, obedience, disclosure and confidentiality. Disclosure of confidential information may
- 23. be made only with written authorization.
- 24. Regardless of who the Broker represents in the transaction, the Broker shall exercise reasonable skill and care in the performance of
- 25. the Broker's duties and shall be truthful and honest to both the Buyer and Seller and shall disclose all known facts which materially and
- 26. adversely affect the consideration to be paid by any party. Pursuant to A.R.S. §32-2156, Sellers, Lessors and Brokers are not obligated to
- 27. disclose that a property is or has been: (1) the site of a natural death, suicide, homicide, or any crime classified as a felony; (2) owned or
- 28. occupied by a person exposed to HIV, or diagnosed as having AIDS or any other disease not known to be transmitted through common
- 29. occupancy of real estate; or (3) located in the vicinity of a sex offender. Sellers or Sellers' representatives may not treat the existence, terms,
- 30. or conditions of offers as confidential unless there is a confidentiality agreement between the parties.
- 31. **THE DUTIES OF THE BROKER IN A REAL ESTATE TRANSACTION DO NOT RELIEVE THE SELLER OR THE BUYER FROM THE**
- 32. **RESPONSIBILITY TO PROTECT THEIR OWN INTERESTS. THE SELLER AND THE BUYER SHOULD CAREFULLY READ ALL**
- 33. **AGREEMENTS TO INSURE THAT THE DOCUMENTS ADEQUATELY EXPRESS THEIR UNDERSTANDING OF THE TRANSACTION.**

ELECTION

- 34. **Buyer or Tenant Election** (Complete this section only if you are the Buyer.) The undersigned elects to have the Broker (check any that apply):
- 35. represent the Buyer as Buyer's Broker.
- 36. represent the Seller as Seller's Broker.
- 37. show Buyer properties listed with Broker's firm and Buyer agrees that Broker shall act as agent for both Buyer and Seller provided
- 38. that the Seller consents to limited representation. In the event of a purchase, Buyer's and Seller's informed consent should be
- 39. acknowledged in a separate writing other than the purchase contract.
- 40. **Seller or Landlord Election** (Complete this section only if you are the Seller.) The undersigned elects to have the Broker (check any that apply):
- 41. represent the Buyer as Buyer's Broker.
- 42. represent the Seller as Seller's Broker.
- 43. show Seller's property to Buyers represented by Broker's firm and Seller agrees that Broker shall act as agent for both Seller and
- 44. Buyer provided that Buyer consents to the limited representation. In the event of a purchase, Buyer's and Seller's informed consent
- 45. should be acknowledged in a separate writing other than the purchase contract.

- 46. The undersigned Buyer(s) or Seller(s) acknowledge that this document is a disclosure of duties. This document is not an employment agreement.
- 47. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE.

48. **Eric Scheindlinger**

^ PRINT NAME

 ^ SIGNATURE

02/01/2024

MO/DA/YR

^ PRINT NAME

 ^ SIGNATURE

02/01/2024

MO/DA/YR