

EXCLUSIVE AUTHORIZATION AND RIGHT TO SELL

Owner: ROBIN KINCAID Phone: 562-335-4025 Key: _____

Showing instructions: CALL AGENT

Present Occupant: OWNER Phone: 562-335-4025 Phone: _____

1. PROPERTY DESCRIPTION

Size 24 x 80 (1440 sq.-ft), Mr. SEE TITLE, Model SEE TITLE Year 1976

Bedrooms 2, Bathrooms 2, Family room YES, Screen room NO

Serial No. 20201U / X

DOH / HUD # 273618 / 9

Decal (license) No. ABF7795 Year: 1976

Roof mat'l UNK, Siding mat'l UNK, Refrigerator Range Oven Microwave Dishwasher Garbage disposal

Washer Dryer Fireplace A/C Evaporative cooler Shed(s) Porch Carport awning Patio awning Garage

Remarks: _____

Located in (park) BUENA VILLA MHP, Address 6741 LINCOLN AVE, Space No. 156

City BUENA PARK, Zip Code 90620, County ORNAGE California All age or Senior, rent to new owner

2. EXCLUSIVE RIGHT TO SELL: I hereby employ and grant **PREMIER MANUFACTURED HOME SALES**, herein called "Dealer", the exclusive and irrevocable right, commencing on 02/03/2024 and expiring at midnight on 08/04/2024 to sell or exchange, or to authorize other licensed persons to sell or exchange, the manufactured home described herein.

3. TERMS OF SALE: The purchase price shall be \$ _____, or more, to be paid on the following terms and conditions:

- a. The manufactured home has been registered.
- b. The following items of personal property are to be included in the above stated price: _____

c. Dealer is hereby authorized to accept and deposit into escrow on my behalf a deposit upon the purchase price, or authorize other licensed persons to do the same.

d. I agree to deliver the above-described manufactured home and personal property, if any is included, free of liens, encumbrances, recorded or registered or known to me, including taxes, assessments, license fees, etc., including ground rental (if on rented ground) paid to date of delivery, and that said property is free and clear of all personal property judgments or encumbrances other than as follows:

Amount owing \$ N/A as of N/A owed to N/A, telephone N/A
Loan Number N/A

e. Evidence of title shall be in the form of a duly endorsed, dated and delivered Certificate of Ownership for the manufactured home and delivery of current Registration Certificate as required by the Department of Housing and Community Development, hereinafter known as "HCD".

f. I warrant that I am the owner of the manufactured home or have authority to execute this agreement.

g. I warrant that the above-described manufactured/mobile home conforms to the requirements of the California Health and Safety Code and the regulations of HCD as well as to the standards of the mobilehome park in which it is situated and that there is no cause for its removal by the mobilehome park or by any local ordinances. I warrant that the home is equipped with smoke and carbon monoxide detectors and any water heater appliances are braced, anchored or strapped, as required by Health & Safety Codes. The manufactured home is located within an established mobilehome park as defined in Section 18214 of the California Health and Safety Code and advertising or offering for sale is not contrary to any provision of any contract between myself and the mobilehome park owner.

h. Possession shall be upon: close of escrow, or _____

4. COMPENSATION FOR SERVICES: I have negotiated the following compensation with Dealer (check and complete applicable section):

PERCENTAGE LISTING OR FLAT FEE: 5% per cent of the selling price, or a flat fee of \$ N/A (specify one or the other) if the manufactured home is sold during the term hereof, or any extension thereof, by Dealer or any licensed person it authorizes, on the terms herein set forth or any other price and terms I may accept, or through any other person, or by me, or _____ percent of the price shown in paragraph 3 if said manufactured home is withdrawn from sale, transferred, conveyed, or leased without the consent of Dealer, or made unmarketable by my voluntary act during the term hereof or any extension thereof.

or **NET LISTING:** Seller to receive \$ N/A less any liens. Dealer to receive all sums in excess of same as sales compensation with a minimum sales compensation of \$ N/A.

a) 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.

b) 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.

c) 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.

d) 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 dealers place of business for three years from the date of sale.

The compensation provided above if the manufactured home is sold or otherwise transferred within 90 days after the termination of this authority or any extension thereof to anyone with whom Dealer or licensed persons authorized by it have had negotiations prior to final termination, provided I have received notice in writing, including the names of the prospective purchasers, before or upon termination of this agreement or any extension.

- 5. If action is instituted to enforce this agreement, the prevailing party shall receive reasonable attorney's fees.
- 6. In the event of an exchange, permission is hereby given Dealer, or any licensed person authorized by Dealer, to represent all parties and collect compensation from them provided there is full disclosure to all principals of such dual agency. Dealer or any licensed person are authorized to divide with other agents such compensation or commissions in any manner acceptable to them.
- 7. I agree to hold Dealer harmless from any liability arising from any incorrect information supplied by me or from any material fact concerning the manufactured home, the park, or other location in which it is located, which I fail to disclose.
- 8. The manufactured home is offered without respect to race, creed, color, sex, student status, or national origin.
- 9. Yes or No I authorize Dealer or its designees to place and utilize a lockbox on the above manufactured home, and I will assume responsibility for all losses from its use.
- 10. Dealer and I do hereby release each other from any claims, demands, disputes, or obligations which may exist, whether now known or unknown, arising from any and all exclusive listing agreements previously executed by the two parties.
- 11. I understand that Dealer may release a copy of this agreement to a prospective purchaser prior to sale.
- 12. I acknowledge that I have read, understood, and received a copy of this agreement this date. Time is of the essence in this contract.
- 13. Additional provisions _____

Listing salesperson DEBBIE COLLIS

Dealer PREMIER MANUFACTURED HOME SALES

Address 3400 INLAND EMPIRE BLVD. STE. 101

City, state & zip ONTARIO, CA. 91764

Phone 714-650-5833 Date _____

Form 141 Rev. 3/16

Registered Owner Robin Lynn Kincaid

Registered Owner Rob Kincaid

Address _____

City, state & zip _____

Phone _____ Date 2/2/2024