

Exclusive Right of Sale Listing Agreement

The Exclusive Right to Sell Listing Agreement is between Michael Paul Barthelmes ("Seller") and Welcome Home Mobile Homes, LLC herein referred to as Broker.

1. **Authority to Sell Property:** Seller gives Broker the Exclusive Right to Sell the manufactured/mobile home (collectively "Property") described below, at the price and terms described below, beginning 01/31/2024 and terminating at 11:59 pm on 05/31/2024 ("Termination Date"). See Paragraph 5 for additional terms and conditions.

2. **Description of the Property:**

- a. Street Address: 6700 150th Avenue North, Lot 941
 City: Largo Zip Code: 33764 County: Pineallas
 Community: La Plaza Mobile Home Park
- b. Title Number(s): 20430366 / 20354858
 Identification Number(s) : T24714660B / t24714660A
 Make: TWIN Length: 43 / 43 Year: 1983 / 1983 Body Type: HS
- c. Personal Property included with the sale of the home, including appliances:
Furniture and Ramp Included.

3. **List Price:** The property is offered for sale for \$ 74,500.00

4. **Compensation:** Seller will compensate Broker as specified below for procuring a buyer who is ready, willing and able to purchase the Property or any interest in the Property on the terms of this Agreement or on any other terms acceptable to Seller. Closing is not a prerequisite for Brokers fee being earned. Compensation will be paid no later than the date of closing. Seller will pay Broker as follows:

- a. \$ 4,500.00

5. **Additional Terms**

This home is sold as is and is furnished. Listing at \$74,500.00 - Less Commission - Your Proceeds \$70,000.00

DocuSigned by:  Date 1/31/2024
Sellers Signature _____

Home Telephone: _____ Cell: Michael 727-423-5550 and Charlie -727-266-9443

Address: 11330 14th Avenue, Largo, FL 33778

Email Address: mickeyb0679@yahoo.com

Seller Signature: _____ Date _____

Home Telephone: _____ Cell: _____

Address: _____

Email Address: _____

DocuSigned by:  Date 1/30/2024
Authorized Sales Associate(s) or Broker _____

6700 150th Avenue North, Lot 941

6. **Authority to Sell Property:** Upon full execution of a contract for sale and purchase of the Property, all rights and obligations of this Agreement 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 Property 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 certified and represents that she/he/it is legally entitled to convey the Property and all improvements.
7. **Broker Authority:** Seller authorizes Broker to:
- Advertise the Property as Broker deems advisable including advertising the Property on the Internet.
 - Place appropriate transaction signs on the Property, including "For Sale" signs and "Sold" signs (once Seller signs a sales contract) and use Seller's name in connection with marketing or advertising the Property.
8. **Seller Obligations:** In consideration of Broker's obligations, Seller agrees to:
- Provide evidence of title in the form of either a bill of sale, or in title states, a certificate of title.
 - Provide a copy of existing land lease
 - Provide a copy of most recent rent increase letter
 - Cooperate with Broker in carrying out the purpose of this Agreement, including referring immediately to Broker all inquiries regarding the Property's transfer, whether by purchase or any other means of transfer.
 - Provide Broker with keys to the Property and make the Property available for Broker to show during reasonable times.
 - Inform Broker before leasing or otherwise encumbering the Property.
 - Indemnify Broker 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 (1) Seller's negligence, representations, misrepresentations, actions or inactions.
 - Make all legally required disclosures, including all facts that materially affect the Property's value and are not readily observable or known by the Buyer. Seller certifies and represents that Seller knows of no such material facts (local government building code violations, unobservable defects, etc. Seller will immediately inform Broker of any material facts that arise after the signing of this Agreement.
9. **Brokerage Relationship:** Broker will deal honestly and fairly; will account for all funds; will use skill, care and diligence, in the transaction, will disclose all known facts that materially affect the value of the property which are not readily observable to the buyer, will present all offers and counteroffers in a timely manner unless directed otherwise in writing.
10. **Conditional Termination:** At Seller's request, Broker may agree to conditionally terminate this Agreement, if Broker agrees to conditional termination, Seller must sign a withdrawal agreement and Seller agrees to pay Welcome Home Mobile Homes, LLC a \$995.00 cancellation fee. Broker may void the conditional termination, and Seller will pay the fees stated in Paragraph 4 if Seller transfers or contracts to transfer the Property or any interest in the Property during the time period from the date of conditional termination to Termination Date and Protection Period, if applicable.
11. **Miscellaneous:** This Agreement is binding on Sellers and Brokers heirs, personal representatives, administrators, successors, and assigns. Broker may assign this Agreement to another listing office. This Agreement is the entire agreement between Seller and Broker. No prior or present agreements or representations will be binding on Seller or Broker unless included in this Agreement. Electronic signatures are acceptable and will be binding. Signatures, initials, and modifications communicated by facsimile will be considered as originals. This term "buyer" as used in the Agreement includes buyers, tenants, exchangers, options, and other categories of potential or actual transferees.
12. **Broker Fee:** Brokers fee is due in the following circumstances: (1) If any interest in the Property is transferred, whether by sale, lease, exchange, bankruptcy, or any other means of transfer, regardless of whether the buyer is secured by the Seller, Broker, or any other person. (2) If Seller refuses or fails to sign an offer at the price and terms stated in this Agreement, defaults on an executed sales contract, or agrees with a Buyer to cancel an executed sales contract. (3) If, within 6 months after the Termination Date ("Protection Period") Seller transfers or contracts to transfer the Property or any interest in the Property to any prospects with whom Seller, Broker, or an Broker or Brokers agent communicated regarding the Property before the Termination Date. However no fee will be due Broker if the Property is relisted after the Termination Date and sold through another Broker. Seller authorizes Welcome Home Mobile Homes, LLC to place a lien on seller's title for any unpaid compensation as noted on page 1 of this agreement as well as a transaction fee that a buyer typically pays Welcome Home Mobile Homes, LLC in a transaction.
13. **Retained Deposits:** As consideration for Broker's services, Broker is entitled to receive 100% of all deposits that buyer gives when purchasing mobile home when they breach contract.
14. **Attorneys Fee and Costs:** In any litigation permitted in this contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney fees, incurred in conducting the litigation.
15. **Closing Costs:** In addition to the compensation stated in paragraph 4 of this agreement, Seller will be charged and agrees to pay Welcome Home Mobile Homes, LLC out of seller proceeds the following additional fees: (a). \$225 administration fee for processing any lien or outstanding balance payoff associated with this transaction. (b). Any other associated fees disclosed to Seller during the course of the transaction including but not limited to wire/bank fees, title transfer fees, mailing fees, lien searches, and registration fees.
16. **Dispute Resolution:** This Agreement will be construed under Florida law. All disputes between Broker and Seller will be mediated under the rules of the American Arbitration Association or other mediator agreed upon by the parties. The parties will equally divide the mediation fee, if any. In any litigation between Broker and Seller, the prevailing party will be entitled to recover reasonable attorney's fees and costs at all levels. Any dispute not resolved mediation will be settled by neutral binding arbitration in accordance with the rules of the American Arbitration Association or other arbitrator agreed upon by the parties. Each party to any arbitration or litigation (including appeals and interpleaders) will pay its own fees, costs, and expenses, including attorneys' fees at all levels, and will equally split the arbitrators' fees and administrative fees of arbitration.

DS
 Seller (MPB)

DS
 Sales Associate(s)/Broker (GJM) (_____)