



CONSIGNMENT AGREEMENT

STOCK # _____

This Consignment Agreement is between _____ Timothy Frick & Pamela Frick _____ (Seller) and Adams, Cameron & Co. (Broker).

1. AUTHORITY TO SELL: Seller gives Broker the EXCLUSIVE RIGHT TO SELL the manufactured home described below for a period of 180 days from the date of the agreement to expire on _____ May 31, 2024

2. DESCRIPTION OF MOBILE HOME:

MFG: _____ Palm Harbor _____; MODEL: _____ Palm HS _____; YEAR: _____ 1999 _____; SIZE: _____ 26X50 _____;

IDENTIFICATION # _____ PH612221AFL _____ / _____ PH612221BFL _____

LOT: _____ 329 _____ CURRENT LOT RENT: \$985.52

ADDRESS: _____ 28 Grizzly Bear Path Ormond Beach FL 32174 _____

PARK: _____ Bear Creek/Cove Communities _____

IN ADDITION THE FOLLOWING DESIGNATED ITEMS WILL BE INCLUDED:

- Shed Disposal Refrigerator Sofas Chests Washer Dishwasher Air Conditioner Chairs End Tables Dryer Range/Oven Coffee Table Lamps Night Stands Fans Patio Furn. Beds Dinette Table Dinette Chairs

Seller represents the home with refrigerator, rangeloven, hot water heater, heat and air are all in working order unless otherwise specified: _____

The sale of the home shall include all lighting fixtures, drapes and hardware, steps, antennae, awnings, skirting, patio cover and carport if now part of the home except as follows: N/A

3. PRICE AND TERMS:

(a) Price: \$ 139,900.00 _____

(b) Financing Terms:

Cash

Seller Financing: SELLER will hold a Purchase Money Note in the amount of \$ _____ with the following terms: _____

(c) Date of Occupancy _____

(d) Park Approval required yes no

4. COMPENSATION: SELLER agrees to compensate BROKER for procuring a buyer who is ready, willing and able to purchase the mobile home or any interest therein on the terms of this agreement or any other terms acceptable to SELLER.

(a) Amount of Compensation: The rate of compensation and time of payment is as follows: SELLER shall pay BROKER at the time of closing _____ 5% of the gross sales price, but not less than \$ 4,500.00 _____.

(b) Protection Period: SELLER agrees to pay BROKER'S fee, if within 180 days after termination date, SELLER transfers or contracts to transfer the mobile home to any prospects with whom SELLER, BROKER, or any agent communicated regarding the Property prior to Termination Date.

(c) Seller Default: In the event a transaction fails to close because of refusal or failure of SELLER to perform or SELLER refuses to sign a contract for sale and purchase at the price and terms stated in this, SELLER shall pay to BROKER on demand the fee stated in Paragraph 4.

(d) Retained Deposits: In the event Seller retains a deposit, Seller shall pay to BROKER as consideration for BROKER'S services 50% of the deposit, not to exceed the fee stated in Paragraph 4(a), and SELLER shall retain the balance.

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03/01/2024

5. In the event of a sale, the Seller will convey or agree to convey the usual transfer documents conveying marketable title. The Seller also agrees to deliver all documents needed for closing and to execute all necessary documents to transfer ownership and close the sale.

6. The Seller represents that he is in peaceful possession of the property and that title is clear and marketable subject only to the following liens or obligations:

Name _____ N/A _____ Address _____ N/A _____
City _____ N/A _____ State _____ NA _____ Phone _____ N/A _____ Account# _____ N/A _____ Amount \$0.00 _____

7. **PAYOFF AUTHORIZATION:** The Seller hereby authorizes the lien holder to furnish all current loan information to Adams Cameron & Co.

8. The Seller hereby warrants that the property is in compliance with all safety laws and rules affecting the sale of a mobile home including provisions for fire extinguishers and smoke detectors as required.

9. **BROKER OBLIGATIONS AND AUTHORITY:** BROKER agrees to make diligent and continued efforts to sell the mobile home until a contract for sale is pending. All written offers received will be communicated to the SELLER for approval or rejection; however, SELLER authorizes BROKER to withhold verbal offers and to withhold all offers once SELLER accepts a Contract for the sale of the mobile home.

10. **LATENT DEFECTS:** SELLER specifically acknowledges and understands that where SELLER knows of facts materially affecting the value or desirability of the mobile home, whether said facts are readily observable or not readily observable, the SELLER is under a duty to disclose said facts to the BUYER and to the BROKER. If SELLER knows of said facts, they shall be set forth in writing and attached hereto. SELLERS have fully reviewed this agreement and the information relative to said mobile home (as shown on the listing information above and/or the BROKERS' listing information profile sheet) and SELLER warrants to the best of his knowledge, the accuracy of said information. SELLER agrees to indemnify and hold harmless BROKER and those relying thereon from any and all loss, damages, suits and claims including attorney's fees and costs of **defense resulting from the inaccuracy** of said information and from SELLER'S failure to disclose any facts materially affecting the value or desirability of the property.

11. **BROKER** is hereby authorized to put "FOR SALE" signs on the home and remove all other "FOR SALE" signs. Brokers is also authorized to have access to said home for the purpose of showing home at reasonable hours.

SPECIAL CLAUSES: Blinds to be installed before closing by seller

Seller Signature Timothy Frick _____ Date 03/01/2024 _____

Seller Print Name _____ Timothy Frick _____ Phone # _____ (386)547-8111 _____

Seller Signature Pamela Frick _____ Date 03/01/2024 _____

Seller Print Name _____ Pamela Frick _____ Phone # _____ (386) 868 - 7915 _____

Adams, Cameron & Co., REALTORS®

Representative _____ Date _____

ACC#802 Revised 2/08