



LOCATION: 165 Sabal Palm Drive Suite 121 Longwood, FL 32779
EMAIL ADDRESS: info@brillamobilesales.com
WEBSITE: brillahomesales.com
CONTACT NUMBER: (407) 543-8400

NON-EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

SELLER: TH Homes, LLC DATE: 3/4/2024
ADDRESS: 12 Highland Avenue, Sorrento, FL 32776 LOT #: See Exhibit A
COMMUNITY NAME: Oak Springs YEAR: See Exhibit A SIZE: See Exhibit A
MANUFACTURER: _____ VIN: See Exhibit A

1. **TERMS OF SALE:** Seller agrees to sell this home upon the following terms, or with consent of Seller for a lesser amount, or upon different terms:

A. Occupancy: All homes are vacant and buyer's will right to occupy home immediately post close.

B. The sale of this home includes all lighting fixtures, fans, wall to wall carpeting, curtains and drapes, rods and hardware, steps, antennae, awnings, skirting, patio cover, shed and carport, if now part of the home, except as follows: _____

C. Seller represents the home includes refrigerator, range/oven, hot water heater, and heat and air, all in working order, unless otherwise specified here: _____ Initial _____

D. This home is being sold: **A. FURNISHED** as per the Inventory List **B. UNFURNISHED** In addition, the following designated items, which are in working order, will be included in the sale: DISHWASHER DRYER REFRIGERATOR WASHER DISPOSAL RANGE/OVEN MICROWAVE (BUILT-IN)

2. **TERMS OF BROKERAGE FEE:** Listing Price \$ See Exhibit A (U.S Dollars), That in consideration of the finding of a buyer, Seller agrees to pay Brilla Home Sales (Broker), at the time of closing, and from disbursement of the proceeds of said sale, compensation in the amount of 3.00 % of the sales price, but not less than \$ _____ (U.S Dollars).

3. **LISTING PERIOD:** In consideration of this agreement to use Broker's efforts to find a buyer for this home, Seller hereby grants Broker the right to sell the homes included in Exhibit A (or subsequent Exhibits) for the listing period of: 3/04/2024 Until 9/30/2024 (*Expiration Date) If,

during this listing period, this home is sold by Broker or if Broker provides a buyer ready, willing and able to purchase this home, or if within three months after the expiration of the listing period a sale is made to any person to whom the home has been shown during the listing period by Broker, Seller agrees to pay the above Brokerage Fee to Brilla Home Sales.

4. **MARKETABLE TITLE:** In the event of a sale, Seller shall convey or agree to convey the usual transfer documents conveying marketable title. Seller shall also deliver all documents needed for closing prior to closing and to execute all necessary documents to transfer ownership and close the sale.

5. **PHOTOS, SIGNAGE AND ACCESS:** Seller grants Broker the right and license to take photographs of the home during the term and utilize such images, during the term and thereafter in perpetuity. Broker is authorized to put "For Sale" signs on this home and remove all other "For Sale" signs. During the term, Broker is authorized to place a lockbox on the home and have interior access at reasonable hours for the purpose of showing.

with a buyer and the buyer fails to fulfill their obligations required to close, forfeiting buyers deposit, then Broker shall retain the full deposit up to the agreed upon Brokerage Amount as described in Section 2.

6. **PEACEFUL POSSESSION AND LIENS:** Seller represents that they are in peaceful possession of this home, and that their title(s) is/are clear and marketable, subject only to the following liens or obligations:

Name: _____ Address: _____

Account # _____ City: _____

State: _____ Phone: _____ Amount: _____

Seller authorizes Broker to obtain the exact amount of the liens and obligations listed above, and agrees to deliver this home to Buyer, free and clear of all liens, county tangible taxes, and license fees prior to closing.

7. **TRANSACTION:** Brilla Home Sales, is a licensed Mobile Home Broker, under the laws of the State of Florida. Seller acknowledges and understands that this home listing is not a real estate transaction and is not governed and/or regulated as such. Initial _____

8. **SAFETY COMPLIANCE:** Seller hereby agrees to comply with all safety laws and rules affecting the sale of this home, including provisions for the fire extinguishers and smoke detectors, as required.


9. **DEPOSIT:** In the event Broker presents Seller with a valid Purchase & Sales with a buyer and the buyer fails to fulfill their obligations required to close, forfeiting buyers deposit, then Broker shall retain the full deposit up to the agreed upon Brokerage Amount as described in Section 2.

10. **TAXES AND ASSESSEMENTS:** Seller is responsible for all due and past due tangible taxes, registrations, and park rents owed on this home prior to the date of the transaction closing. All balances and any past due amounts must be paid prior to or at the time of closing.

11. **DEFAULT:** Should Seller default in payment of the fees due under this agreement for more than fifteen days from the date they are due to be paid, interest shall accrue at 1.5% per month, or such maximum amount allowed by law. If placed in the hands of an attorney for collection or enforcement of this agreement, all attorney's fees and costs shall be paid by Seller.

12. **SPECIAL CLAUSES / INSTRUCTIONS:** _____

By signing Seller agrees and certifies that they have read and agreed to the above terms:

SELLER:  SELLER: _____
DocuSigned by: Daniel Roacho 26733D65E3C8427

DATE: 3/5/2024 DATE: _____

SELLER'S CURRENT ADDRESS: 12 Highland Avenue, Sorrento, FL 32776

SELLER'S PHONE: _____ SELLER'S EMAIL: dan@rootsmg.com

LISTING AGENT:  PHONE: 3/5/2024
DocuSigned by: F0669132A98049A...