

## MOBILE AND MANUFACTURED HOME LISTING CONTRACT EXCLUSIVE RIGHT TO SELL

### 1. PARTIES

OWNER/SELLER:

*Janice C Smith*

("Owner")

BROKER: acting through

RE/MAX TERRITORY, ("Broker")

### 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: Catalina

MANUFACTURER: YEAR: 1991

MODEL: APPROXIMATE SIZE: 11x35

VIN NUMBER(S): 46NPB3527M6000295

AZ CERTIFICATE OF TITLE NO(S): MH000067566

LOCATION OF MANUFACTURED HOME: #691

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

ADDRESS OF MHP: 7201 E 32nd Street

### 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 \$ 38,000.

**Term:** This Agreement shall commence on 03/05/2024 expire at 11:59 p.m. Mountain Standard Time on 09/05/2024 ( "n 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.

**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: \_\_\_\_\_ % of the gross sales price OR \$ 3000.00

**Additional Commission Terms:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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

Washer

Dryer

Other (Describe type / Purpose) \_\_\_\_\_ All furnishings \_\_\_\_\_

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

**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.

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.

**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**

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**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

**11. OWNER**

X  03/05/24  
Owner or Authorized Representative's Signature Mo/Da/Yr  
X Janice C. Smith  
Owner or Authorized Representative's Printed Name

\_\_\_\_\_  
Owner or Authorized Representative's Signature Mo/Da/Yr  
\_\_\_\_\_  
Owner or Authorized Representative's Printed Name

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Address, City, State, Zip Code

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Address, City, State, Zip Code

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Telephone

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Email

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Email

**12. BROKER**

Agent(s) is a member of the Yuma Association/Board of REALTORS® and subscribes to the REALTOR® Code of Ethics.

Cynthia San Diego  
Agents' Signature

Cynthia San Diego  
Agent's Printed Name

Re/Max Territory  
Printed Firm Name

\_\_\_\_\_  
Telephone

Skys the limit 4 Yuma @gmail  
Email

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Mo/Da/Yr

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Agents' Signature

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Agent's Printed Name

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