



PL Home Sales

License #9109

LISTING AGREEMENT

THIS LISTING AGREEMENT (the "Agreement") dated this 4 day of April, 202~~0~~⁴ is

BETWEEN

Terry Barns

(homeowner)
and

(homeowner)

at 282 Westgate, Prescott, Az 86305
(address of homeowner)

AND

PL Home Sales, LLC
License #9109
5 Santa Fe
Prescott, AZ 86305
(the Agent)

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. NO REPRESENTATION IS MADE AS TO THE LEGAL CONSEQUENCE OF ANY PROVISION OR THE TAX CONSEQUENCES THEREOF. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT YOUR ATTORNEY OR TAX ADVISOR OR OTHER COUNSEL BEFORE SIGNING.

1. EXCLUSIVE RIGHT TO SELL/LEASE: The undersigned Owner(s) ("Owner") hereby employs and grants the undersigned Arizona Manufactured home Broker ("Broker") the exclusive and irrevocable right to offer for sale the property described below ("Property"), pursuant to the terms of this Exclusive Right to Sell Contract, or any renewal hereto ("Listing"). Broker agrees to endeavor to effect such a sale of the Property. In consideration of the mutual covenants contained herein, Owner and Broker agree as follows:

2. PROPERTY: (Street/Road) Address 282 Westgate
City Prescott, Az Zip Code 86305
County Yavapai Year/Manufacturer 2008
VIN# 159Q5F

together with all fixtures and improvements thereon and appurtenances incidental thereto (the Property together with all fixtures, improvements, and appurtenances are hereinafter referred to collectively as the "Premises"), plus any personal property specified in the purchase contract.

FIXTURES AND PERSONAL PROPERTY:

Except as excluded in Section 3, any sale of the Premises shall include all existing fixtures on the Premises, any existing personal property specified in Section 3, and all of the following Items of personal property, to the extent located on the Premises:

- built in appliances
- ceiling fans and remote controls
- central vacuum hoses and attachments
- draperies/other window coverings
- fireplace equipment (affixed)
- floor coverings (affixed)
- free standing range/oven
- light fixtures
- media/antennas/satellite dishes
- outdoor fountains and lighting
- outdoor landscaping
- security and/or fire systems and/or alarms
- shutters and awnings
- speakers (flush-mounted)
- storage sheds
- storm windows and doors
- stoves: gas-log, pellet, or wood burning
- timers (affixed)
- towel, curtain/drapery rods
- wall mounted TV brackets and hardware (excluding TVs)
- water-misting systems
- water purification system
- water softeners
- window and door screens, sun shades

Appliances and Additional Existing Personal Property. The Premises shall include the following appliances which are presently located in or upon the Premises:

Refrigerator Washer Dryer Other micro, stove

3. Fixtures and leased items NOT included in sale (e.g. leased propane tanks, leased solar systems): n/a

4. TERM: This Listing shall commence on 4/10/2024 and expires at 11:59 pm on 6/10/2024 subject to any renewal or termination of this Listing.

5. LISTING PRICE: The Listing price shall be \$ 169,900 and upon the terms and conditions set forth.

Name of lender/Lien amount n/a

6. Brokerage Fees for a Sale:

Owner agrees to pay Broker a brokerage fee of 5 % of the negotiated sale price for services rendered if:

- Broker produces a ready, willing and able buyer to purchase the Premises at such price and terms agreed to by Owner;
- a sale of the Premises is made by Owner or through any other broker/agent, or otherwise; or
- without the consent of the Broker, the Premises is withdrawn from this Listing, otherwise withdrawn from sale, or transferred or conveyed by Owner.

Owner authorizes listing Broker to offer compensation in the amount of 2.5 % of the gross purchase price to the buyer's broker who represents the interest of the buyer(s).

Brokerage fees are payable upon closing of this contract.

7. After Expiration: After the expiration of this Listing Contract, the same commissions, as appropriate, shall be payable if a sale is made by Owner to any person to whom the Premises has been shown or with whom Owner or any broker has negotiated concerning the Premises during the term of this Listing Contract,
(1) within 60 days after the expiration of this Listing Contract, unless the Premises has been listed on an exclusive basis with another broker, or
(2) during the pendency, including the closing, of any purchase contract or escrow relating to the Premises that was executed or opened during the term of this Listing Contract.

8. OWNER COOPERATION: Owner agrees to make all data, reports, documents and information, excluding opinions of value, pertaining to the Premises available to Broker and buyer. Owner shall take no action that may tend to hinder Broker's performance pursuant to this Listing, agrees not to initiate direct communication with any other broker or potential buyer and shall refer to Broker all inquiries relating to the purchase of the Premises.

9. LISTING BROKER OBLIGATIONS AND AUTHORITY:

Broker agrees to make diligent and continued efforts to sell the Premises.

a. Owner authorizes Broker to obtain information relating to the present mortgage(s) on the Premises.

b. Owner authorizes and instructs Broker to input the information on the Listing/Data Entry Form, and any photographs or video of the Premises, to the Multiple Listing Service ("MLS") for publishing and dissemination, in whole or in part, in printed or electronic form, including via the internet, to MLS participants and the general public, even after the sale of the Premises, or the cancellation or expiration of the Listing. Owner is cautioned to protect valuable items from view in any photographs or videos of the Premises or otherwise, and Broker has no responsibility for the dissemination of any images of such valuable items or for the loss of such valuable items. Owner understands the public may have unlimited access to the images and may download and/or copy them. Broker is authorized to report the sale of the Premises, and its price, terms and financing, for dissemination through MLS or otherwise to authorized MLS participants and to the public and for use by companies engaged in selling information for various purposes, including but not limited to appraisals or evaluations of tax assessments.

10. ACCEPTANCE: By signing below, Owner acknowledges that he/she has read, understands and accepts all terms and provisions contained herein and that he/she has received a copy of this Listing.

Sellers Signature Terry Barns Mo/Da/Yr 4/10/24

Sellers Signature _____ Mo/Da/Yr _____

Print Name of Seller Terry Barns

Phone 928-499-8829 Email address Tbarnsnpe@gmail

Print Name of Seller _____

Phone _____ Email address _____

11. IN CONSIDERATION OF OWNER'S REPRESENTATIONS AND PROMISES IN THIS LISTING, BROKER AGREES TO ENDEAVOR TO EFFECT A SALE IN ACCORDANCE WITH THIS LISTING.

Broker's Office Address: 5 Santa Fe, Prescott, AZ 86305

Phone: 602-818-0528

Agent's Signature _____

License # 9109

Mo/Da/Yr _____

4/10/2024

Site # 282 Approximate yearly taxes: 500ish

Call before showing: Yes No Leave - 4/21/24

Home Phone: _____ Spain - 5/3 - 5/24
TRUCK - June/July

Cell Phone: _____ Do you text? Yes No

Please check which general amenities your home has and will stay upon sale:

- Dishwasher How old: 4
- Washer How old: 4
- Dryer: Gas or electric (Please circle) How old: _____
- Refrigerator How old: 4
- Microwave How old: ?
- Range/Oven: Gas or electric (Please circle) How old: 4
- New Roof Age of current roof: 6
- Central Air How old: _____
- Swamp Cooler How old: _____
- Extra Storage - Storage in back
- Fireplace
- Drip system
- Double pane/storm windows
- Workshop

Additional items to remain in home upon sale:

Some Furniture, Freezer in laundry room

As you think about what's most important to you, what would be the priority in terms of describing your goal: A Faster Selling Time or the Highest Price? _____

List any updating or remodeling that has been done to home.

Example include: appliances, roof, new cooling/heating system, air duct cleaning, yearly maintenance, windows, etc.

Carpet

Date:

4 yrs old

Date:

Date:

Date:

Date:

Date:

Date:

Date:

Date:

Date:

Date:

Please provide key selling points of your home or information that would help in selling home:

Side BBQ area

Freshly painted



Notice of Intent to Vacate / Terminate of Tenancy

Hometown Pine Lakes
3707 W. Pine Lakes Dr
Prescott, AZ 86305

A.R.S. 33.1451 requires homeowner's to give a minimum 30 days' notice before vacating his or her tenancy.

I/We Terry Barnes Resident(s) of Hometown Pine Lakes hereby
(Please Print Registered Owners/Lessee's Name)

Give notice of intent to vacate / terminate tenancy at home site 282.
(Site/Space #)

I/We intend to:

 Sell the home, which will remain on the site. Asking price for the home will be \$ and the home will be listed for sale with , whose contact number is .

I/We understand that in the event the mobile home located at the above mentioned site / space is to be sold to a prospective purchaser and the mobile home is to remain in the community, Management requires the right of prior approval of such purchaser.

TB (initials)

I/We also understand that pursuant to the provisions of the Arizona mobile home residency law, any escrow, sale, or transfer agreement involving a mobile home located in a community at the time of sale, where the mobile home is to remain in the community, shall contain a copy of a fully executed Rental Agreement. I/We further understand that in the event the purchaser fails to execute the Rental Agreement, the purchaser shall not have any rights of tenancy.

TB (initials)

n/k Sell my home to a third party who will be removing the home from the community on or about and return the site to its original condition prior to the home installation. I understand that I am responsible for the site rent and all applicable charges for the duration of 30 days from the date of this notice or until the home is removed from the community. Upon payment of all current charges, my lease will terminate. (initials)

Pine Lakes

n/A Move my home out of the community on or about _____ and return the site to its original condition prior to the home installation. I understand that I am responsible for the site rent and all applicable charges for the duration of 30 days from the date of this notice or until the home is removed from the community. Upon payment of all current charges, my lease will terminate. _____ (initials)

I request that you supply any interested buyer an application for this site and advise me if they are or are not qualified for tenancy in the community.

I agree to pay all sums due to the park for rent, utilities and other charges prior to vacating the site and further understand there will be no assignment of the lease until said sums are paid and sale has been consummated. Please ready my meters and calculate the sums due on my last day of occupancy.

SIGNATURES:

X Verny Barms
(Resident)

X 4/10/24
(Date)

X _____
(Resident)

X _____
(Date)

Notice accepted by:

X _____
(Management)

X _____
(Date)

For Your Information:

Please be advised that the base rental rate for any new resident at your site will be \$_____. Please quote these sums to any agent or prospective purchaser so there will be no misunderstanding when they apply for tenancy with the community. The base rental rate is good for a period of 30 days from the above date. After that time, please contact the office for the updated rate.